

## **1 Scope of Application**

The subject of this service description is the Swisscom TV service from Swisscom (Switzerland) Ltd (hereafter referred to as "Swisscom TV").

## **2 Services provided by Swisscom**

### **2.1 Scope**

#### **2.1.1 Swisscom TV**

Swisscom TV allows customers to receive television and radio programmes and/or films as well as live broadcasts (hereafter collectively referred to as "content") over the Swisscom telephone network, with an electronic programme guide for all content. Content is broadcast via Internet Protocol (IP).

#### **2.1.2 Scope of service**

- For a fixed monthly charge, Swisscom TV permits customers to receive a basic range of television and radio programmes which varies depending on the selected language package (Swisscom TV Deutsch, Swisscom TV Français or Swisscom TV Italiano).
- On payment of a surcharge customers can also receive additional television channels and/or films as well as live broadcasts (see Section 2.2 below).
- For the duration of the contract, Swisscom loans customers a set-top box and a special Swisscom TV remote control (hereafter collectively referred to as "hardware").

Swisscom reserves the right at any time to restrict, extend or otherwise modify the basic range of television and radio programmes available with Swisscom TV. Modifications to the basic range of television and radio programmes do not entitle the customer to terminate the contract for exceptional reasons. The television and radio programmes included in the basic range are listed on the Swisscom portal ([www.swisscom.ch](http://www.swisscom.ch)). The range of local television and radio programmes is dependent on location. The reception of certain channels, in particular HD channels, is dependent upon the capacity of the customer's line. Swisscom reserves the right to update

the set-top box software and/or exchange the hardware at any time.

In the case of Swisscom TV Boxes featuring a recording function, back-up copies of the recordings are not possible for technical and legal reasons. In the case of a defective Swisscom TV Box, the customer's earlier recordings will no longer be available once the device has been exchanged.

### **2.2 Optional supplementary services**

Customers may subscribe to the following fee-based services (hereafter referred to as "optional supplementary services") when ordering Swisscom TV or add them to their Swisscom TV subscription at any subsequent time:

- Additional fee-based television and/or radio programmes not included in the basic range of Swisscom TV programmes.
- Fee-based film services and/or live broadcasts ordered from the integrated Swisscom TV Video Store (hereafter referred to as "Teleclub on Demand").

The optional supplementary services can be broadcast by third-party providers. If such a service originated from a third-party provider, the customer shall conclude the contract with this third-party provider. The latter's contract terms, which are published at [www.swisscom.ch](http://www.swisscom.ch), shall apply.

By ordering Swisscom TV, customers accept the General Terms and Conditions of Swisscom for Internet Services as well as this service description and third-party providers' terms and conditions governing all optional supplementary services subscribed to by the customer when ordering Swisscom TV or subsequently.

### **2.3 Optional Swisscom TV Home Installation**

When ordering Swisscom TV, the customer can choose the Swisscom TV installation service by Swisscom, which has to be paid for and by so doing authorise Swisscom (or a thirdparty authorised by Swisscom) to carry out the Swisscom TV Home Installation.

The optional Swisscom TV Home Installation service by Swisscom is carried out in accordance with the service description “Home Installation DSL, Internet Access SAT and Swisscom TV” valid at the time, which is published at [www.swisscom.ch](http://www.swisscom.ch).

## **2.4 Charges**

The fees for Swisscom TV and for the installation of the multimedia connection are in accordance with Swisscom's “Swisscom TV price overview” valid at the time, which will be published on the Swisscom portal ([www.swisscom.ch](http://www.swisscom.ch)).

The fees for the optional Swisscom TV Home Installation are in accordance with Swisscom's “Swisscom TV price overview” valid at the time, which will be published on the Swisscom portal ([www.swisscom.ch](http://www.swisscom.ch)).

By ordering Swisscom TV, optional supplementary services, and/or the optional Swisscom TV Home Installation, the customer accepts the related charges.

Charges for supplementary third-party services subscribed to by the customer as well as for the optional Swisscom TV Home Installation ordered by the customer will be billed by Swisscom in the name of, and on behalf, of the third party provider or installer.

Swisscom and/or third party providers reserve the right to adjust the charges for optional supplementary services at any time without any right of termination arising for the television service itself.

## **2.5 Support**

### **2.5.1 Reporting of faults**

In the event of a fault, customers must contact the toll-free Swisscom TV hotline on 0800 800 800. The current opening hours of the toll-free number are published on the Swisscom portal ([www.swisscom.ch](http://www.swisscom.ch)).

### **2.5.2 Maintenance Window**

Wherever possible, Swisscom will inform customers about service interruptions which are deemed necessary in order to remedy faults, perform maintenance work,

introduce new technologies, etc. Swisscom endeavours to keep such interruptions brief and arrange for them to take place during off-peak periods if at all possible.

## **3 Customers' obligations**

### **3.1 Requirements for the operation of Swisscom TV**

In some cases it is necessary to install a digital socket DSL to operate Swisscom TV. Installation is subject to charge and must be carried out by a service technician. Swisscom will inform the customer if a digital socket DSL is required. The installation of the digital socket DSL includes the following features:

- The technician's journey to and from the customer's residence
- Analysis of the installation
- Laying the cable up to the socket
- Assembly of the digital socket and wiring the cable box, incl. splitter
- Physical Layer Test using the DSL router
- Functional test and instructions for the customer

The customer is otherwise responsible for purchasing and setting up a fully-functional TV end unit and for purchasing and setting up all necessary additional connections required for the operation of Swisscom TV. You will have to set up and maintain the connections necessary for Swisscom TV at your own expense, i.e. a connection to the telephone fixed network (hereafter “network connection”) and a Swisscom broadband Internet connection, at least DSL (hereafter “Swisscom broadband Internet connection”). No carrier must have been preselected.

### **3.2 Installation of Swisscom TV**

Customers who do not choose the optional Swisscom TV Home Installation are responsible for the installation of Swisscom TV themselves.

### **3.3 Uninstalling Swisscom TV**

Customers are responsible for uninstalling Swisscom TV. Everything necessary for uninstalling Swisscom TV is at the expense of the customer.

### **3.4 Additional obligations on the part of customers**

Customers are responsible for seeking the consent of the owner of the Swisscom broadband Internet access or phone line to the present contract if they are not one and the same person.

Customers must note that Swisscom provides with Swisscom TV parental control measures. These are preinstalled in part. It is the customer's responsibility to deactivate these measures for the protection of minors. Swisscom cannot be held liable for any damage to the customer arising from deactivation of these protection measures.

Customers must report faults in Swisscom TV immediately to the Swisscom customer service. In the event of defective hardware (set-top-box, splitter), Swisscom will provide rapid replacement. Customers are not authorised to manipulate the software and/or hardware themselves or request third parties to do so.

Customers shall grant Swisscom, or an installer authorised by Swisscom, full access to the installed hardware on an agreed date, for the purposes of repairing or inspecting the equipment and installations. Costs incurred by Swisscom for repair appointments which the customer fails to keep may be billed to the customer. The customer is not entitled to claim a refund or credit for charges payable during the equipment downtime.

Customers undertake to handle with care the hardware provided by Swisscom and are responsible for using the hardware in accordance with the contract terms and conditions. Customers shall be liable for any damage to hardware arising from incorrect operation or extraordinary wear and tear. Customers are responsible for insuring the hardware and shall be liable for loss of or damage to the hardware (e.g. fire, lightning, water, theft etc.).

Any use of the hardware by the customer or third parties other than that defined in this service description is expressly prohibited. Customers shall be responsible for using the hardware in accordance with the contract. The following in particular are prohibited: opening the set-top box housing, intervention in the software and/or hardware by the customer or third party, transferring the hardware to a third party, pretence of loss, wilful damage, and connection of a network access line other than the contractually designated line. If the customer loses custody of the hardware as a result of theft, a police report must be obtained and presented.

The hardware shall remain the property of Swisscom for the duration of the contract. Rights of lien and retention by third parties over the hardware are expressly waived. In the case of foreclosure, retention, confiscation or appropriation of assets, customers are obliged to inform Swisscom immediately and advise the responsible debt enforcement office or bankruptcy authority that the hardware is the property of Swisscom.

On termination of the contract the hardware must be returned in undamaged condition to Swisscom within two weeks of the latter's first request. If customers fail to meet this obligation, they shall be liable to pay Swisscom the current price per set-top-box according to the current Swisscom TV price list.

### **4 Billing and terms of payment**

Swisscom TV, including supplementary services to which the customer subscribes, is billed on a monthly basis. The obligation to pay commences on the day of commissioning of Swisscom TV in the customer's home. Any delay in commissioning for which the customer is responsible does not release the customer from the obligation to pay.

Where a month is incomplete, 1/30th of the monthly charge will be billed per day.

### **5 Guarantee / Liability**

Swisscom cannot guarantee the uninterrupted, fault-free operation of Swisscom TV, nor does Swisscom guarantee either the accuracy, topicality or completeness of

information (e.g. language, images, sounds and other data) accessible over Swisscom TV.

Swisscom cannot be held liable for Swisscom TV interruptions and crashes, for misuse or damage by third parties, or for security deficiencies in the telecommunications network and/or Internet.

If Swisscom TV and Swisscom broadband Internet access are used simultaneously, the performance of the Swisscom broadband Internet access may be temporarily affected. Swisscom accepts no liability for any reduced performance of other landline services, such as Swisscom broadband Internet access or Swisscom TV itself.

Swisscom accepts no liability for any damage to the customer arising from the operation of Swisscom TV or from the installation of the multimedia connection (i.e. digital socket). If such damage is attributable to intentional or gross negligence on the part of Swisscom, Swisscom shall pay unlimited compensation for personal injury. For damage to property, the compensation shall be limited to the cash value of the damaged property. Any other claims by customers are excluded.

Swisscom accepts no liability whatsoever for possible damage to the customer arising from loss of unsaved data or software programs.

## **6 Special provisions / Privacy**

Swisscom TV can only be subscribed to by the customer of the network connection and only in combination with Swisscom broadband Internet access. The contracts for Swisscom TV, the network connection and for Swisscom broadband Internet access are independent of one other.

The services may only be used for private purposes and must not be used commercially under any circumstances. In particular, the reception and use of the services in publicly accessible areas, e.g. in cafes, restaurants, hotels, cinemas, theatres or in shop windows, as well as the distribution or recording of programme excerpts for use outside of the private sphere are not permitted. The customer shall be required to hold Swisscom harmless in the event of a breach of these provisions.

Swisscom collects data on customers' Swisscom TV usage and stores them in the Swisscom database in order to compile user profiles. Swisscom can use these profiles to recommend programmes to customers and/or advertise Swisscom and/or third-party products. Customers are entitled to prohibit the evaluation of their user data at any time by calling the toll-free customer care number 0800 800 800.

## **7 Duration / cancellation**

### **7.1 Duration**

The minimum contract term for Swisscom TV is twelve months, unless otherwise agreed. An extension of the current minimum contract term or an additional minimum contract term can be agreed informally between Swisscom and the customer at any time in the context of a contract amendment.

Separate minimum contract terms may be agreed for Swisscom broadband Internet access and/or optional supplementary services for Swisscom TV. Customers must confirm the minimum contract terms when concluding the contract in question.

### **7.2 Cancellation**

If the parties have agreed on a minimum term of contract for Swisscom TV, the customer may terminate the contract prematurely within the first two months of services being provided for the first time without complying with the minimum term of contract. The one-time and recurring fees incurred until discontinuation of the services shall remain due and will not be refunded. Customers cannot prematurely terminate their contract if they have already made use of this right of cancellation once within the past 12 months, or the customer received a service (e.g. installation) or hardware (e.g. TV) on preferential terms in connection with the Swisscom TV order; if Swisscom agrees to a desired cancellation, the customer shall be required to reimburse Swisscom for the financial benefit granted.

The monthly fee for options with fixed minimum term (additional services, equipment, etc.) taken out in connection with a Swisscom TV contract that is

prematurely terminated must be paid until the end of such minimum term. Swisscom is entitled per date of contract termination to invoice for the entire sum of outstanding fees.

The Swisscom TV contract may be cancelled at the end of any month subject to 2 months' notice in writing, but no earlier than the date of expiry of the minimum contract term.

Cancellation of Swisscom TV has no effect on the contract for Swisscom telephone and/or Swisscom broadband Internet access.

Contracts for optional supplementary services to which a customer subscribes are automatically cancelled on cancellation of the Swisscom TV contract. Swisscom or the third-party providers of optional supplementary services are entitled to discontinue transmission of optional supplementary services on the date of cancellation of the Swisscom TV contract. Charges for optional supplementary services remain payable until expiry of the valid minimum contract term or until the next possible cancellation date for optional supplementary services.

Cancellation of the network access line and/or Swisscom broadband Internet access by the customer (or if not the same, by the authorised person) also automatically cancels the Swisscom TV contract. Swisscom is entitled to discontinue transmitting the Swisscom TV service installed on the relevant network access line and/or Swisscom broadband Internet access immediately on the date on which the network access line and/or Swisscom broadband Internet access and optional supplementary services is cancelled. Charges for Swisscom TV and optional supplementary services remain payable by the customer until expiry of the valid minimum contract term or until the next possible cancellation date for Swisscom TV and the optional supplementary services.

If it transpires that the customer cannot receive Swisscom TV or considerable technical problems prevent contractually-compliant provision of services, both parties shall have an extraordinary, immediate right of cancellation (without financial consequences).

Swisscom is entitled to discontinue the Swisscom TV service at any time without observing the contractually agreed period of notice. In this case the contract shall be terminated with immediate effect on the date on which the service is discontinued.

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