

1 Area of application

This specification concerns the Swisscom TV air service from Swisscom (Switzerland) AG (hereinafter referred to as "Swisscom").

2 Performance by Swisscom

2.1 Swisscom TV air in general

Swisscom TV air enables Swisscom customers in Switzerland to receive TV channels, video on demand as well as live sporting events via the Internet on PC screens or mobile devices with streaming capability, either free of charge (Section 2.2), on subscription (Section 2.3) or on a pay-per-view basis (Section 2.4).

Swisscom reserves the right to limit, expand or otherwise change the TV channels which can be received with Swisscom TV air at any time. For details of the TV channels available, go to www.swisscom.ch/tv.

2.2 Swisscom TV air easy

Swisscom TV air easy enables customers to receive live TV channels free of charge.

2.3 Swisscom TV air subscription

The Swisscom TV air subscription enables Swisscom's DSL and NATEL® customers to receive live TV channels at fixed monthly subscription costs.

2.4 Video on demand and pay-per-view live sporting events

Against payment of a separate fee and independent of the Swisscom TV air subscription, Swisscom TV air enables Swisscom's DSL and NATEL® customers to receive live sporting events as well as video on demand (the latter only on a PC screen) on a pay-per-view basis.

VOD and Sport Live events are offered by Teleclub AG. Swisscom transacts the purchase of the programmes selected by customers on behalf of Teleclub AG. This is governed by the prevailing terms and conditions of contract of Teleclub AG, which are published on www.swisscom.ch.

2.5 Support

In the event of a fault, customers can call Swisscom's free hotline on 0800 800 800. The opening times of the free hotline can be viewed at www.swisscom.ch.

3 Performance by customers

3.1 Requirements for the operation of Swisscom TV air

Customers are responsible for obtaining and setting up functional equipment and for obtaining and setting up all the connections required for Swisscom TV air.

In order to take out a Swisscom TV air subscription, customers require Swisscom broadband Internet access and/or a Swisscom mobile connection. Details of this can be viewed at www.swisscom.ch/tv.

Information on any requirements for Internet access, mobile devices and PC screens can be viewed at www.swisscom.ch/tv.

3.2 Customers' other duties to cooperate

The customer is responsible for ensuring that the owner of the Swisscom broadband Internet connection and/or the fixed network connection agrees to the present contract if the customer is not the owner.

The customer is responsible for taking steps to protect young people who have access to his/her equipment.

4 Charges

4.1 Charges for Swisscom TV air

The charges for Swisscom TV air are based on the current pricelist for Swisscom TV air, which is published at www.swisscom.ch/tv. The charges are subject to change at any time by Swisscom and/or Teleclub AG.

4.2 Charges for data transmission with Swisscom TV air easy

If a customer subscribes to Swisscom TV air easy on his/her mobile phone via the Swisscom mobile phone network (3G, PWLAN) or via mobile networks operated by other providers, the data transmission costs will be based on the respective contract.

4.3 Charges for data transmission with a Swisscom TV air subscription

Data transmission is free of charge to customers with a Swisscom DSL or NATEL® subscription, or with NATEL Easy®.

If a customer subscribes to Swisscom TV air on his/her mobile phone via mobile networks operated by other providers, the data transmission costs will be based on the contract with the other provider.

5 Billing and Terms & Conditions of Payment

The duty to pay the Swisscom TV air subscription will begin on the date of the order. The Swisscom TV air subscription, VOD charges and any Sport Live events purchased will be invoiced monthly with the next phone bill.

The charges for the customers' VOD use and any Sport Live events purchased will be billed to the customer by Swisscom on behalf of Teleclub AG.

6 Warranty / Liability

Swisscom will endeavour to maintain a high degree of availability of Swisscom TV air, although it cannot guarantee problem-free functioning or exact transmission times and capacities. User restrictions may arise particularly when Swisscom TV air is used at the same time as broadband Internet access is being used for other purposes or because of the functionality of the mobile device used.

Swisscom cannot be held responsible for problems, interruptions or user restrictions, for misuse or damage by third parties, or for security defects in the telecommunications network or the Internet.

Customers will not be entitled to reimbursement or to offset the charges owed for any interruption in service.

Swisscom assumes no responsibility for content and does not provide any guarantee for the correctness, up-to-dateness or completeness of information (e.g. language, images, sounds and other data) which is accessible via Swisscom TV air.

Swisscom is not liable for possible losses sustained by customers through the operation of Swisscom TV air. Where this damage or loss is attributable to wilful malice or gross negligence on the part of Swisscom, Swisscom will assume unlimited liability for personal injury; in the case of damage to property, compensation is limited to the current value of the damaged objects. Customers may not assert any further claims.

Swisscom assumes no liability whatsoever for possible losses sustained by customers through the loss of data or software programs which have not been backed up.

7 Special provisions / Data protection

This contract does not entitle customers to record parts of programmes for use outside their private circle, or the right to make Swisscom TV air programmes available in public places, in particular in cafés, restaurants, hotels, cinemas, theatres or in display windows. In order to use the programmes in this manner, the customer must seek a licence from the channels or from the parties which hold the broadcasting rights to the programme in question.

Swisscom collects customer data on the use of services and optional additional services, and stores this in a database. This data is used to create user profiles of customers. Swisscom may use these user profiles to send customers programme recommendations and/or advertisements for Swisscom and/or third-party products. Customers may request at any time that their user data is not analysed in this manner by calling Customer Services free on 0800 800 800.

8 Duration / Cancellation of the Swisscom TV air subscription

The minimum contractual term for the Swisscom TV air subscription is one month. Unless it is cancelled (which is possible at any time before the end of the current month-long subscription), the subscription will be automatically renewed every month.

The cancellation of a Swisscom TV air subscription will not affect the customer contracts for mobile phone use and/or broadband Internet access.

If, after cancellation, the customer is left with neither a mobile phone connection nor broadband Internet access from Swisscom, the Swisscom TV air subscription will also be cancelled automatically, and he/she will cease to receive Swisscom TV air on the date when his/her mobile phone or broadband Internet access service ends. The charges for the Swisscom TV air subscription will remain payable until the end of the subscription period or until the earliest possible cancellation date for the Swisscom TV air subscription.

Under no circumstances will changes in the TV channels offered justify an extraordinary right of cancellation for customers. Swisscom is entitled to discontinue Swisscom TV air at any time without having to comply with the contractual period of notice. Swisscom TV air subscriptions will end automatically at the time the service is discontinued.