



## Special Conditions Swisscom blue TV

### 1. General

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The "Special Conditions for Swisscom blue TV ("SC TV") of Swisscom (Switzerland) Ltd ("Swisscom") shall apply to TV services provided on the basis of the Swisscom TV-Box ("Swisscom blue TV") and are intended as a supplement to the General Terms and Conditions for Services ("GTCs") and the Special Conditions for Internet. In the event of discrepancies, they shall take precedence over the other contract elements.

Swisscom blue TV shall always be an integral component of a service package from Swisscom and cannot be subscribed separately.

### 2. Swisscom services

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#### 2.1 Scope of service

Swisscom blue TV enables the customer to receive television programmes ("programmes") through the Internet or mobile connection and to play them through the Swisscom TV-Box, through an application on mobile devices (tablets, smartphones) or through applicable software on computers. Swisscom TV also provides various additional services and functionalities. These can be viewed on [www.swisscom.ch/tv](http://www.swisscom.ch/tv).

The availability of the individual components of Swisscom blue TV and their additional services and functionalities depends on the service package selected, the version of the Swisscom TV-Box used, the respective end device as well as the network access used. Customers can benefit from UHD if Swisscom's UHD specifications are met.

#### 2.2 Programmes

The programmes contained on the service package selected by the customer can be seen on [www.swisscom.ch/tv](http://www.swisscom.ch/tv). **Swisscom reserves the right to modify the range of programmes at any time. The discontinuation of individual programmes shall not entitle the subscriber to cancel Swisscom blue TV or options.** The range of local programmes depends on location and device. The reception of certain channels, in particular HD and UHD channels, also depends on the customer's connection speed.

#### 2.3 Recordings

Swisscom blue TV does not store customer recordings locally, but rather on servers in Switzerland. On exchanging defective boxes then, recordings are unaffected. Recordings are deleted after 2 years or when the maximum recording capacity of the offer is reached.

#### 2.4 No-cost radio option

Swisscom blue TV customers can subscribe at no cost to the radio option, allowing them to receive radio programmes via the Swisscom TV-Box. **Swisscom shall be free at any time to change the radio programmes that can be received. Programme discontinuation shall not entitle the subscriber to cancel Swisscom blue TV.** If a radio option that is subscribed to is not used for 90 days, Swisscom shall be authorised to deactivate it so that the customer can no longer receive radio programmes via the Swisscom TV-Box. The customer may resubscribe at any time to the radio option at no charge.

#### 2.5 Other services and apps

Swisscom offers other services (with costs) e.g. additional programmes, films and live events on demand. The prices and fees as

published on [www.swisscom.ch/tv](http://www.swisscom.ch/tv) shall apply here. If such a service originates from a third-party provider, the customer shall conclude the contract with this third-party provider, and the contractual terms and conditions shall apply.

The apps available on Swisscom blue TV are subject to the contractual terms and conditions of the app provider. These also govern the processing of customer data by the app.

The customer can be billed for the other services and apps by Swisscom in the name of and on behalf of the relevant third-party provider. Price increases affecting these services or apps shall not give rise to a right of termination for the service package which includes Swisscom blue TV drawn from Swisscom.

#### 2.6 Home installation

Swisscom offers the customer the option of commissioning Swisscom (or a third company commissioned by Swisscom) with the home installation of the necessary technical infrastructure. The services shall be provided in accordance with the current conditions of offer as published on [www.swisscom.ch](http://www.swisscom.ch).

### 3. Customer Obligations

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#### 3.1 Digital socket, service package on internet-based connection

Generally, the installation of a digital socket is necessary. The installation of such a socket shall be done by a service technician. Where no digital socket is necessary, Swisscom shall notify the customer of this and of how to proceed further. Liability for any damage as may arise from the installation of a digital socket shall be excluded to the extent permitted by law. In order for the services to be performed, the customer's devices must be powered. The customer shall be responsible for this.

Use of the Swisscom blue TV service requires an Internet-based connection as well as an associated service package from Swisscom and a Swisscom TV-Box (further details at [www.swisscom.ch/tv](http://www.swisscom.ch/tv)).

The customer shall be responsible for ensuring that the owner of the Internet-based connection, where not the customer, agrees to use by the customer.

#### 3.2 Installation and deinstallation

If the customer waives Swisscom's offer of home installation, he shall be responsible for performing the installation himself. At the end of the period of use, the customer shall be responsible for deinstallation of Swisscom blue TV equipment and shall bear the relevant costs.

#### 3.3 Use in accordance with contract

**All Swisscom blue TV services, irrespective of the particular reception device, are for private use only. Commercial or business use shall be prohibited.** In particular, the reception and use of services (in particular Replay TV) in public areas, e.g. in cafés, restaurants, hotels, cinemas, theatres or display windows, and the rental or recording of programmes or programme segments for use outside the private sphere shall be prohibited. In the event of a breach of these provisions, the customer shall indemnify Swisscom for any damage.

#### 3.4 Protection of minors

The customer shall be responsible for the protection of minors. Measures for the protection of minors are preinstalled on the Swisscom TV-Box. The customer may deactivate these measures at his own risk.



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### 4. Device and system requirements

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#### 4.1 General

The customer shall be responsible for the procurement and installation of devices that operate effectively and comply with the state of the art. Further details of the applicable device and system requirements available at [www.swisscom.ch/tv](http://www.swisscom.ch/tv).

With regard to remote maintenance and remote support, reference is made to section 4 of the GTC and section 2.3 of the Special Conditions for Internet.

The customer must purchase a TV box from Swisscom (hereinafter "Swisscom TV Box"), which becomes his property. The Swisscom warranty provisions for the Swisscom TV-Box will depend on the enclosed guarantee certificate, delivery note or sales receipt. **Should Swisscom supply a Swisscom TV-Box free of charge, Swisscom reserves the right to provide devices that are as good as new (i.e. not brand new).**

When exporting the Swisscom TV-Box, the purchaser/owner must observe all applicable domestic and foreign export administration regulations and any embargo and sanction provisions.

#### 4.2 Additional provisions for the TV Box 5

As the TV Box 5 is based on an Android operating system from Google and enables the use of additional services from Google, the customer must accept the Terms of Use, the Privacy Policy and the Google Play Terms of Use of Google Ireland Limited (hereinafter "Google") when commissioning the TV Box 5.

Based on these provisions, Google independently collects and processes customer data when the customer uses Google Play, the Google Assistant or Google Apps (e.g. YouTube).

Google may collect the following data when Swisscom blue TV is otherwise used:

- The approximate location, device IDs or other IDs, app interactions and other actions. This data is collected and used for app functions, analyses, advertising or marketing and for personalisation purposes.
- Crash reports, diagnostic data and user feedback. This data is collected and used for analysis purposes.

However, Google cannot draw any conclusions about the customer based on this data and does not receive any usage data or other customer data from Swisscom.

### 5. Immaterial property rights

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#### 5.1 General

All software is copyright protected. For the duration of the contract, Swisscom, respectively its suppliers, shall grant the customer a limited, non-exclusive, non-transferrable, revocable and non-sublicensable licence for the non-exclusive use of software for Swisscom blue TV with the delivered hardware. All rights to the software shall remain fully vested in Swisscom, respectively in its suppliers. Swisscom and its suppliers shall provide no guarantee for interruption-free and disruption-free operation of software.

The customer must not modify, adapt, translate, reverse engineer, decompile, disassemble or derive any other work from the software licensed by Swisscom, respectively its suppliers. The customer must

not reproduce the software or allow access to the software through a public computer or allow dissemination through "shareware".

Swisscom, respectively its suppliers, may withdraw the licence at any time in the event of breach of these conditions. The customer shall indemnify any breach of licence conditions and corresponding claims from third parties. If Swisscom or its suppliers are sued, the customer shall hold Swisscom, respectively its suppliers, harmless in respect of all third party claims.

#### 5.2 Liability

In addition to Sections 11 and 12 of the GTCs, liability for damage from the software of suppliers for simple and moderate negligence shall be completely excluded.

#### 5.3 Open Source Software

Firmware incorporated into this product may include third party copyrighted software licensed under certain open source license agreements ("Open Source Software") and not Swisscom's terms and conditions. Open Source Software is, to the extent permitted by law, provided without any warranty and Swisscom assumes no liability. For more information about the Open Source Software included in the product as well as the corresponding licensing terms, please access [www.swisscom.ch/opensource](http://www.swisscom.ch/opensource). By using the product, the client agrees to the terms and conditions of the applicable Open Source Software license agreements.

### 6. Warranty/Liability

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For Swisscom blue TV, Swisscom provides the Swisscom TV-Box, which has been specially designed for this service. In order to obtain Swisscom blue TV through alternative devices (not TV-Box), third-party providers have made appropriate hardware and software available to play the programmes and recordings. Swisscom assumes no liability for this hardware and software in terms of the functionality of Swisscom blue TV.

If Swisscom blue TV and Internet services are used at the same time, the performance of the Internet services may be temporarily impaired. Swisscom shall not be liable for such impairment of its services.

Swisscom and its suppliers assume no liability for the accuracy, completeness, actuality, legality and availability of contents compiled by third parties, accessed from third parties or which are made accessible via Swisscom blue TV.

Liability for the loss of recordings shall be excluded as far as permissible by law. Swisscom disclaims all warranties and assumes no liability for other services and apps that the customer obtains from third-party providers (section 2.5).

### 7. Duration and termination

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#### 7.1 Minimum service period and termination in general

The minimum service period for Swisscom blue TV shall be determined in accordance with the Swisscom service package selected. Information in this regard and on the termination procedure for the corresponding service package can be viewed at [www.swisscom.ch/tv](http://www.swisscom.ch/tv).



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### 7.2 Other services

If, in connection with the order for the Swisscom blue TV service, the customer orders a further service with a minimum service period (e.g. blue+, purchase of equipment with payments in instalments, etc.) and then terminates the service package containing Swisscom blue TV, the customer shall owe the recurring fees or instalments up to expiry of the minimum period. These shall be due for payment immediately.