



## Special Conditions Swisscom TV

### 1. General

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

Swisscom 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 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 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.

#### 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 programme at any time. The range of local programmes depends on location and device. The reception of certain channels, in particular HD channels, also depends on the customer's connection speed.

#### 2.3 Recordings

Swisscom TV does not store customer recordings locally, but rather on servers in Switzerland. On exchanging defective boxes then, recordings are unaffected. The record function is limited to a certain total duration (see [www.swisscom.ch/tv](http://www.swisscom.ch/tv)).

#### 2.4 No-cost radio option

Swisscom 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 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

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 as published on [www.swisscom.ch/tv](http://www.swisscom.ch/tv) shall apply. The customer can be billed by Swisscom in the name of and on behalf of the relevant third-party provider. Price increases affecting these

services shall not give rise to a right of termination for the service package which includes Swisscom TV drawn from Swisscom.

#### 2.6 Home installation

Swisscom offers the customer the option of commissioning Swisscom (or one of its commissioned third-party companies) 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 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 TV equipment and shall bear the relevant costs.

#### 3.3 Use in accordance with contract

All Swisscom 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 public areas, e.g. cafes, restaurants, hotels, cinemas, theatres or display windows, and the rental or recording of programme segments for use outside the private sphere shall be prohibited. In case of infringement of these conditions, 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.

### 4. Device and system requirements

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#### 4.1 General

The customer shall be responsible for the procurement, installation apply. The customer can be billed by Swisscom in the name of and on behalf of the actuality of functional terminal devices throughout the duration relevant third-party provider. Price increases affecting these services shall not give of service. The applicable device and system requirements can be rise to a right of termination for the



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service package which includes Swisscom TV viewed at [www.swisscom.ch/tv](http://www.swisscom.ch/tv). Please refer to Section 4 of the GTCs drawn from Swisscom.

### 4.2 Swisscom TV Box (non-UHD-compatible)

In the event that a Customer is provided with a Swisscom TV Box (IP 1200) that is not UHD-compatible, Swisscom shall loan this Box together with the special TV remote control and, where necessary, further hardware (hereinafter referred to collectively as "hardware") for the duration of the service. This hardware shall remain the property of Swisscom for the entire duration of the service. Swisscom reserves the right to exchange hardware at any time. In case of defective hardware, Swisscom shall endeavour to secure a replacement as quickly as possible.

The customer shall be responsible for careful handling of hardware provided by Swisscom and for using the hardware in compliance with contract. Any use other than that described in these SC TV shall be expressly prohibited, in particular the opening of the housing of the Swisscom TV box, interference with software and/or hardware by the customer himself or by a third party, loan of the hardware to a third party and the connection of hardware to a network other than that specified in contract shall be prohibited. The customer shall be liable for all loss and damage to hardware through improper use and abnormal wear. The customer shall be responsible for insuring the hardware.

### 4.3 Swisscom TV Box UHD

The Swisscom TV Box UHD (IP 1400) must be purchased by the Customer and will thus become his/her property. The Swisscom warranty provisions for the Swisscom TV Box UHD will depend on the enclosed guarantee certificate, delivery note or sales receipt.

Should Swisscom supply a Swisscom TV Box UHD free of charge, Swisscom reserves the right to provide devices that are as good as new (i.e. not brand new).

The Swisscom TV Box UHD allows customers to benefit from UHD TV if the Swisscom UHD specifications have been met.

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

## 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 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. Data protection

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Swisscom collects data from the customer with regard to utilisation of Swisscom TV services and stores this data on its database or with partners outside Switzerland. Swisscom selects these partners carefully and assures itself that these partners guarantee data security. Swisscom also secures undertakings from its partners that they only use customer data for the agreed purposes and that they only process data to the extent that Swisscom would be permitted to do this. Based on the usage of such customer data, Swisscom can recommend programmes to customers and/or advertise Swisscom's products and/or those of a third party. Customers are entitled to prohibit the personalised evaluation of their data at any time. Swisscom shall use anonymised data to shape its contents in line with demand.

## 7. Warranty/Liability

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For Swisscom TV, Swisscom provides the Swisscom TV Box, which has been specially designed for this service. In order to obtain Swisscom 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 TV.

If Swisscom 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 TV.

Liability for the loss of recordings shall be excluded as far as permissible by law.



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### 8. Duration and termination

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

The minimum service period for Swisscom 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).

#### 8.2 Other services

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