



Swisscom TV Air service description

1 General

The Swisscom TV Air service description ("Service Description") relates to the Swisscom TV Air service ("Service") provided by Swisscom (Switzerland) Ltd ("Swisscom") in the TV Air, TV Air mobile and TV Air free versions (jointly "Swisscom TV Air"). By using and installing the Service, the Customer accepts the conditions of this service description.

2 Joint provisions for TV Air, TV Air mobile, TV Air free

2.1 Availability

Swisscom TV Air is available exclusively to natural and legal persons with a place of residence or registered offices in Switzerland.

2.2 Available streaming content

With Swisscom TV Air, Swisscom provides streaming content via the World Wide Web (TV Air Web, hereinafter referred to as the "Web application") or via an application ("TV Air app").

2.3 TV Air app

If the Service is purchased in the iTunes Store or from another app store, the Customer confirms by making the purchase that he/she also accepts all legal provisions as regards the purchase of an application from the relevant provider (e.g. iTunes Store, Google Play Store). The use of the TV Air app downloaded from the app store shall only result in a contractual relationship between the Customer and Swisscom. The Customer hereby grants the relevant app store the right, despite the lack of a contractual relationship between him/her and the online provider as regards the TV Air app purchased, to enforce the conditions laid down in this service description in court if need be.

With respect to the TV Air app, the Customer shall have the non-transferable, non-exclusive right to use the application he/she purchased on devices that belong to the him/her or on devices over which the he/she has power of disposal. The Customer shall be responsible for any instances in which he/she violates rights, as well as for any associated claims from third parties. If a complaint is filed against Swisscom or an app store, the Customer must indemnify Swisscom and the app store against any claims made by third parties.

The TV Air app software is subject to US export control rules and other US legislation and may not be exported, re-exported or transferred to certain countries (currently Cuba, Iran, North Korea, Sudan, Syria and the Crimea region of Ukraine) or to persons or legal entities prohibited from receiving goods exported from the United States (including those on the (a) Denied Persons List and Entity List of the Bureau of Industry and Security and (b) list of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control).

2.4 General scope of service

The TV Air app and the Web application provide mobile access to streaming content. The scope of the service depends on the respective service level and whether the service is obtained via the Web application or the TV Air app. For the latest information, please visit www.swisscom.ch/tvair. In addition, service use depends on the respective end device, the network access used and – in the case of the TV Air app – the app store from which the app is purchased (iTunes App Store, Google Play Store or other online provider).

2.5 Warranty

Swisscom TV Air is provided and delivered "as is". While Swisscom endeavours to ensure a high level of availability of Swisscom TV Air, it cannot guarantee interruption- and fault-free functioning of the Service. User restrictions may result in particular from the simultaneous use of the Service and other use of the broadband Internet access or from the functionalities of the terminal device being used. The Customer acknowledges in particular that the use of streaming services depends both on the subscribed download speed as well as the download speed currently available in the location. Impairments and faults associated with the installation or use of the TV Air app or the web application cannot be excluded.

The warranty – with respect to availability, quality, operation etc. – and support for the Internet connection are governed by the contract the Customer has for Internet access.

2.6 Support

If the Customer requires support for Swisscom TV Air, Swisscom can be contacted directly by calling 0800 800 800. The times at which this number is in service are posted at www.swisscom.ch. Support for the TV Air app is provided exclusively by Swisscom, i.e. not by the iTunes App Store or other online providers.

2.7 Requirements and obligations on the part of the Customer

The Customer shall be responsible for obtaining and setting up functioning terminal devices and for all the connections required for Swisscom TV Air. **The device and system requirements pertaining to the Service are available at www.swisscom.ch/tvair.** They are subject to change at any time.

It is recommended that Customers back up their data.

2.8 Protection of minors

The customer is personally responsible for the protection of minors. Measures for the protection of minors are preinstalled on Swisscom TV Air. These may be altered by the Customer – at the Customer's own responsibility. It should be noted that certain functions allow access to content at any time.

2.9 Use of the Service in accordance with the contract

Irrespective of the receiving device, Swisscom TV Air may only be used privately and under no circumstances for commercial or industrial purposes. In particular, the reception and use of Swisscom TV Air is not permitted in publicly accessible locations, e.g. cafés, restaurants, hotels, cinemas, theatres or shop windows, nor may programme sections be rented out or recorded for use outside the private domain. The Customer shall indemnify Swisscom in the event of a breach of these provisions.



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3 TV Air

3.1 General

If the Customer subscribes to the Swisscom TV service from Swisscom, Swisscom TV Air is automatically included, in which case, this Service Description shall apply to Swisscom TV Air in addition to the "General Terms and Conditions for Services", the "Special Conditions" pertaining to TV and the "General Privacy Statement" and shall take precedence over them in the event of any contradictions or ambiguities.

3.2 Services of Swisscom

TV Air enables Customers in Switzerland to receive TV channels, video on demand and live sporting events on PC screens via the Web application or on mobile devices with streaming capability via the TV Air app.

Pay-per-view video on demand, live sporting events and Teleclub Play are available via the web application; live sporting events and Teleclub Play can be displayed in Switzerland via the TV Air app on mobile devices with streaming capability that use one of the operating systems specified at www.swisscom.ch/tv. The Customer may use the replay, recording and live-pause functions as permitted by the Customer's Swisscom TV subscription (further information can be found at www.swisscom.ch/tv).

Video on demand and live sporting events are offered by Teleclub AG, subject to the same conditions as for Swisscom TV.

3.3 Costs

a) Monthly charges

TV Air is included in the Swisscom TV subscription; there are no additional monthly charges.

b) Charges for data transmission

Using TV Air generates data traffic, which is charged according to the contract governing the use of the device in question. If a Customer subscribes to TV Air on networks operated by third-party providers, the data transmission costs shall be based on the respective contractual relationship with the other provider. Depending on the provider and data allowance, costs could be incurred for data roaming. When using Swisscom TV Air abroad (e.g. watching recordings), the data traffic is subject to charge at the conditions governing the underlying mobile service offer. Insofar as data roaming costs may be incurred, we recommend only using TV Air through a free Wi-Fi network.

c) Pay-per-view offerings

Prices for pay-per-view offerings (video on demand and live sporting events) may vary at any time. The current prices of Swisscom and Teleclub AG, which are published at www.swisscom.ch/tv, apply. They will be indicated prior to viewing the item in question. Video on demand charges and charges for any live sporting events viewed shall be invoiced monthly together with the subsequent phone bill. The charges for the video on demand services and live sporting events used by the Customer shall be billed to the Customer by Swisscom in the name of and on behalf of Teleclub AG.

3.4 Termination of the contract

TV Air is part of Swisscom TV and cannot be terminated separately. The Customer can deactivate TV Air, but this does not affect the monthly charges for Swisscom TV.

4 TV Air mobile

4.1 General

TV Air mobile is available from Swisscom as a mobile subscription option (current mobile service offering), in which case, this Service Description shall apply to Swisscom TV Air in addition to the "General Terms and Conditions for Services", the "Special Conditions for Mobile" and the "General Privacy Statement" and shall take precedence over them in the event of any contradictions or ambiguities.

4.2 Services of Swisscom

TV Air mobile enables the reception of television programmes in Switzerland and is available via the TV Air app or the Web application. A list of the channels available is provided at www.swisscom.ch/tv. Swisscom reserves the right to amend the channels that can be received at any time.

The offer of local channels depends on location and device.

Recordings made by the Customer are not stored locally, but on servers in Switzerland. The recording function is limited to a given total duration (see www.swisscom.ch/tv).

Video on demand and live sporting events available in Switzerland on a pay-per-view basis are offered by Teleclub AG. The contract as regards video on demand and live sporting events shall be concluded between the Customer and Teleclub AG and shall be governed by the prevailing terms and conditions of contract of Teleclub AG, which are published at <https://www.swisscom.ch/en/residential/legal-information.html>. The offer and the contents available for consumption on a pay-per-view basis depend on the end device used.

4.3 Costs

TV Air mobile incurs monthly charges. These charges are published at www.swisscom.ch/tv. The conditions applicable to the charges for data traffic and pay-per-view offers are the same as those for TV Air (see point 3.3. b) and c)).

4.4 Duration and termination

The TV Air mobile option runs on a monthly subscription basis and can be terminated at any time as of the end of the month.



Swisscom TV Air service description

5 TV Air free

5.1 General

TV Air free is also available to people who do not meet the requirements for TV Air (section 3.1.) and TV Air mobile (section 4.1.).

5.2 Services of Swisscom

TV Air free enables the reception of TV programmes in Switzerland and is available via the TV Air app or the Web application. TV Air free can only be obtained with a login (login via social media platforms or mobile number or with Swisscom login). A list of the channels available is provided at www.swisscom.ch/tv. **Swisscom reserves the right to amend the channels that can be received at any time.** The offer of local channels depends on location and device.

5.3 Obligations of the Customer

TV Air free only be provided without a service fee because it is financed by advertising revenue. The Customer agrees that, when using TV Air free, advertising will be activated and the delivery of advertising to the Customer cannot be prohibited by the Customer.

5.4 Costs

The service is financed via advertising; hence, there are no monthly charges. The conditions applicable to the charges for data traffic are the same as those for TV Air (see point 3.3. b)).

5.5 Data protection

Upon the initial login, the Customer's name, gender, age and address will be transmitted to Swisscom. Swisscom records the use of the application as well as the transmitted content for the provision of the service and for further development of the product. Data processing is also carried out using services provided by partners in other European countries.

The Customer agrees that Swisscom may make the Customer's data which it processes for marketing and advertising purposes available to advertising marketing companies, in an aggregated and non-personally identifiable form on the basis of an identification number, for the purposes of target group-based advertising. Swisscom may also provide these advertising marketing companies with aggregated information about the Customer, such as age group, sex and the area in which the Customer lives, as well as personal data and household information procured from third parties, which may be connected by these advertising marketing companies with information about the Customer's use of a Web site or an online service of partners in the network of these advertising marketing companies. For this Swisscom uses the IP address of the Customer, which it obtains from the relevant partners of the advertising marketing network. Swisscom does not provide the identity of the Customer to either advertising marketing companies or partners of advertising marketing networks. Involved staff are obliged not to make a personal connection and to prevent others from doing so. The Customer has the option of objecting at any time to the provision of his/her data to third parties for advertising marketing. This is done in the Customer Centre (requires Swisscom login) or by notifying a Swisscom customer contact point.

5.6 Liability

Liability for simple negligence shall be waived. Swisscom shall not be liable under any circumstances for any damage suffered by the Customer resulting from the loss of data or software programs that the Customer has not backed up. Swisscom cannot be held liable for faults, interruptions, user restrictions, misuse or damage by third parties, or for security deficiencies in the telecommunications network and/or Internet.

Swisscom shall not be held liable if provision of the Service is temporarily interrupted, restricted completely or in part or rendered impossible by force majeure. Force majeure shall also be deemed to include, in particular, power outage and the incidence of harmful software (e.g. virus attack).

5.7 Amendments

Swisscom reserves the right to modify TV Air free at any time, in particular to limit, expand or otherwise change the channels that can be received. Swisscom shall notify the Customer of any such changes in an appropriate manner. The Customer must accept these modifications without compensation.

Swisscom shall reserve the right to modify the service description at any time. Swisscom shall inform the Customer in an appropriate manner and in advance of any changes to the service description. The Customer must accept these modifications without compensation.

5.8 Setting

The Customer shall have no entitlement to a specific configuration or retention of the TV Air free service.

Swisscom shall be entitled at all times to fully or partially cancel the provision of TV Air free.

5.9 Termination of the contract

Non-use of TV Air free for at least 1 month qualifies as termination of the service. In this case, TV Air free will be cancelled as of the end of the following month. The Customer can reactivate Swisscom TV Air free at any time.

5.10 Applicable law and jurisdiction

This contract shall be governed by and construed in accordance with Swiss law. **The place of jurisdiction shall be Berne.** Mandatory statutory jurisdiction (cf. Art. 32 and 35 Code of Civil Procedure for Consumers) shall not be affected.