

### 1 Purpose

- 1.1 The purpose of this Subscription Agreement (hereinafter the "Agreement") is to define procedures, terms and conditions of subscription and usage for individuals of full legal age and capacity (hereinafter the "Subscribers") who access a LES CHAINES CANAL+ subscription (hereinafter the "Subscription") over the telephone network using IPTV technology provided by Swisscom (Switzerland) Ltd (hereinafter the "Swisscom").
- 1.2 On taking out a Subscription, Subscribers gain access to demultiplexed CANAL+ (CANAL+ CINEMA, CANAL+ SPORT, CANAL+ DECALE and CANAL+ HI-TECH).
- 1.3 Subscription services are broadcast in 4/3 or 16/9 format.
- 1.4 Subscription to LES CHAINES CANAL+ establishes a direct legal relationship between CANAL+ and Subscribers. This relationship is independent of and does not in any way novate the Swisscom TV subscription previously concluded between Subscribers and Swisscom.
- 1.5 Only persons located in the French-speaking region of Switzerland may enter into this Agreement.
- 1.6 Subscription is strictly restricted to individuals accessing the service for private use.

### 2 Terms and Conditions of Subscription access

- 2.1 To gain access to Subscription services, prior to concluding this Agreement and throughout its term, Subscribers must have:
  - a subscription to the Swisscom TV service as described in the general terms and conditions of subscription to Swisscom's Swisscom TV service. It is expressly specified that the Swisscom TV subscription establishes a legal and contractual relationship, including a payment undertaking, that is independent of the Subscription,
  - a set-top-box decoder,
  - a telephone connection with DSL subscription providing sufficient bandwidth to receive LES CHAINES CANAL+ programmes via the Swisscom TV service.

Accordingly, should any one of these prerequisites cease to apply during the term of this Agreement, the Subscription shall be terminated without formality pursuant to the terms and conditions established in Article 8 below.

- 2.2 Subscriptions may be taken out either via the Internet, by visiting [www.swisscom.ch](http://www.swisscom.ch), or via the interactive channel of Swisscom TV, by clicking on "Order". In taking out a subscription, Subscribers implicitly and unreservedly accept these General Terms and Conditions of Subscription.

### 3 Effective date and term of the Subscription

- 3.1 The Agreement shall take effect on the service activation date specified in the Swisscom TV service agreement in the section entitled "Special provisions". Programmes will begin to be broadcast to Subscribers' decoders as of this date.
- 3.2 The Subscription shall have a term of 12 months starting from the first of the month following the service activation date, plus the number of days between the activation date and end of the previous month, unless terminated early for legitimate reason.
- 3.3 The Subscription shall be renewed by tacit agreement for further periods of 12 months, unless written notice of termination is given one month in advance of the expiry date.
- 3.4 Subscribers accept that, even if they do not return the signed agreement to Swisscom, once the first monthly subscription is paid, they shall be deemed to have agreed to receive CANAL+ programmes and consequently to have read and accepted the General Terms and Conditions of Subscription furnished.

### 4 Distance marketing and right to cancel

- 4.1 In application of Article L121.20 of the French Consumer Code, Subscribers who take out a Subscription by remote means (i.e. via the Internet or telephone) shall have a right to cancel.
- 4.2 This right must be exercised within 7 (seven) days of the Agreement's signature, with notice being issued by registered letter signed for on delivery and addressed to: CANAL+, chemin de Montelly 78, Case Postale 304, 1000 Lausanne 16.

In the event of cancellation, any payments that Subscribers may have made in respect of the Subscription shall be refunded.

- 4.3 In accordance with Article L121-20-2 of the French Consumer Code, the parties hereby agree that the right to cancel may not be exercised once the seven-day deadline has expired and Subscribers have accepted access to CANAL+ programmes.

# LES CHAINES CANAL+

## via Swisscom TV

### General Terms and Conditions

#### **5 Equipment required to receive Subscription services**

- 5.1 In order to receive Subscription services, Subscribers must have a set-top-box decoder and accessories (modem and remote control), hereinafter referred to as the "Equipment". This Equipment is the property of Swisscom and is made available to Subscribers by Swisscom under the terms of their existing Swisscom TV subscription agreement.
- 5.2 It is expressly specified that CANAL+ shall not at any time be involved in the provision, installation, deployment, maintenance, return, pricing and general management of the Equipment. As the Equipment is made available to Subscribers by Swisscom, CANAL+ may not under any circumstances be held liable for the said equipment.
- 5.3 During the term of their Subscription, Subscribers must use the Equipment solely and exclusively for their personal use and in connection with a single television set. The Equipment may not under any circumstances be used either directly or indirectly to allow non-subscribers to receive programmes broadcast as part of the Subscription service. Use of the Equipment to receive programmes for broadcast to third parties or to the general public is prohibited.

#### **6 Programme scheduling**

- 6.1 CANAL+ reserves the right to change all or part of its published schedule without prior notice.
- Should one or more programmes be cancelled, acting in the name and on behalf of CANAL+, Swisscom shall endeavour to inform customers by post and via the Swisscom information channel accessible to all viewers with a Swisscom TV subscription. In such event, customers shall have the right to cancel their Subscription at any time, in accordance with the provisions of Article 3.3 above, with termination taking effect at the end of the month in progress.
- 6.2 Since CANAL+ is not responsible for broadcasting the programmes available via the Subscription service, it may not be held liable in any way whatsoever for changes, interference, breakdown or interruption, whether permanent or temporary, nor for any delay in the broadcast of the signal necessary for programme reception, including but not limited to any malfunction of the Swisscom telephone network and, more generally, any technical problem affecting quality of reception.

#### **7 Subscription fee**

- 7.1 The applicable Subscription fee shall be the fee in force on the date of subscription or, in the case of renewals, on the date of renewal pursuant to the terms set out in Article 7.2 below.
- 7.2 Should the Subscription fee be changed, Subscribers shall be informed by mail or e-mail at least two months before their Subscription expires. The change to the Subscription fee shall take effect on the date of the Agreement's renewal, provided no notice of termination has previously been issued, pursuant to Article 3.3 above.

CANAL+ DISTRIBUTION has entrusted collection of subscription fees to Swisscom. Payments shall therefore be made to Swisscom each month.

#### **8 Termination**

- 8.1 Except where legitimate reason for termination exists, Subscribers may terminate their Subscription only upon its expiry.
- 8.2 Without prejudice to any compensation that may be due or any legal action that may be taken, CANAL+ may terminate the Subscription by simple written notice if Subscribers:
- fail to make the payments due in respect of the Subscription,
  - allow or attempt to allow non-subscribers to receive CANAL+ programmes.

The Subscription shall also be terminated without formality in the following situations:

- Termination or non-performance of the Swisscom TV subscription agreement,
- Termination or non-performance of the telephone connection with DSL subscription,
- Subscription to any service incompatible with the Subscription service.

In all the above situations, and where no legitimate reason for termination exists, Subscribers shall remain liable to CANAL+ for payment of all remaining monthly subscription fees due before the Agreement expires.

#### **9 Personal details**

- 9.1 Subscribers' personal details shall be forwarded to CANAL+ to enable it to manage its Subscription Agreements. The purpose of any optional information requested is to improve the service

provider's knowledge of Subscribers and thus enable it to enhance the service provided.

- 9.2 CANAL+ may send Subscribers information designed to familiarize them with CANAL+ by mail or e-mail, as well as any sales and marketing information.
- 9.3 CANAL+ may pass Subscribers' personal details on to its partners. Subscribers shall have the right to refuse such information-sharing.
- 9.4 Subscribers may exercise their right to access and amend the personal details held by CANAL+ by writing to CANAL+, chemin de Montelly 78, Case Postale 304, 1000 Lausanne 16, attaching proof of identity.

#### **10 Special provisions for Subscription conversions**

- 10.1 The provisions of this Article apply only to Subscribers switching from an analogue CANAL+ subscription to a LES CHAINES CANAL+ subscription over Swisscom TV.

As of the date of conversion, Subscribers hereby declare that they are satisfied with the terms and conditions of access to the Subscription defined in Article 2 of this Agreement.

Subscribers must return all equipment and accessories previously provided by CANAL+ at least one month before the service activation date. Failure to do so shall result in application of the provisions of the Article entitled "Restitution des matériels" contained in the CANAL+ General Terms

and Conditions of Subscription previously concluded by Subscribers.

- 10.2 Subscribers hereby confirm that they have read and accepted the content of the Subscription Agreement, which may differ from the content of their previous agreement.
- 10.3 Subscriptions may be converted at any time during the life of a CANAL+ analogue subscription agreement.
- 10.4 Without prejudice to these special provisions for subscription conversions, the general terms and conditions for LES CHAINES CANAL+ subscriptions via Swisscom TV referred to in the above Articles shall replace the general terms and conditions of CANAL+ subscription initially accepted by Subscribers.
- 10.5 From the first of the month following the month of conversion, Subscribers shall be required to pay the LES CHAINES CANAL+ subscription fee in force on the date of initial conclusion of the agreement or, where applicable, the date of the most recent renewal. Subscribers shall remain liable for all monthly subscriptions due until the end of the month of conversion.
- 10.6 Provided Subscribers return all equipment previously provided by the deadline defined in Article 10.1 above, the deposit established in guarantee of the said equipment shall be returned.

March 2009