

General Terms & Conditions of TELECLUB AG for subscriptions to the TELECLUB Channel Service as well as for TELECLUB on Demand and TELECLUB Sport Live for reception via Swisscom TV and/or Swisscom TV air

1 Parties to and Subject of the Contract

These General Terms & Conditions govern the subscription to the digital program channels marketed by TELECLUB AG (hereinafter referred to as "TELECLUB Channel Service") for reception by the customer via the Swisscom TV service. In addition, these General Terms & Conditions govern the rental of films (hereinafter referred to as "TELECLUB on Demand") and sport live events (hereinafter referred to as "TELECLUB Sport Live") made available on a pay-per-view basis in the Video Store of Swisscom TV and/or Swisscom TV air (hereinafter referred to as "on Demand Services") for reception by the customer.

The customer's authorisation to receive the TELECLUB Channel Service and the on Demand Services via the service Swisscom TV and, as the case may be, Swisscom TV air is strictly limited to the customer's own private use within Switzerland. The customer may receive the TELECLUB Channel Service and/or the on Demand Services via Swisscom TV in his / her own private premises only and the customer shall prevent any and all transmission(s) beyond these premises. Likewise, any public viewing and/or making available of the Services outside the customer's private circle shall with regard to the Swisscom TV air service be excluded.

2 Changes in the Services

TELECLUB AG reserves the right to supplement, expand or otherwise change the range of TELECLUB Channel Service and the on Demand Services at any time.

3 Fees

The fees due for the TELECLUB Channel Service and the on Demand Services are based on the relevant current price list of TELECLUB AG, which is published on the portal www.swisscom.ch of Swisscom (Switzerland) Ltd (hereinafter referred to as "Swisscom"). By ordering the TELECLUB Channel Service and/or on Demand Services, the customer accepts the applicable fees. TELECLUB AG may change the fees at any time in response to changing circumstances.

Invoices are issued by Swisscom on behalf of TELECLUB AG. The customer shall pay the fees in accordance with the payment conditions of Swisscom for the services Swisscom TV and Swisscom TV air services respectively. In case of late payment, TELECLUB AG and Swisscom may withdraw the customer's right to view the content or to terminate the contract, while the customer's payment obligation shall continue.

4 Technical Requirements

Within the scope of the Swisscom TV service, the TELECLUB Channel Service and the on Demand Services may only be received on the set-top box provided to the customer by Swisscom for the Swisscom TV service.

Via Swisscom TV air, TELECLUB Sport Live may only be received via compatible PC Screens, i.e. PC Screens with Internet access supporting the Digital Rights Management System of Swisscom, and/or via compatible mobile devices. TELECLUB on Demand may only be received via compatible PC Screens.

5 Customer Service

Technical faults and administrative questions regarding the TELECLUB Channel Service or the on Demand Services should be addressed to the Swisscom Customer Service by calling the Swisscom freephone number 0800 800 800.

6 Warranty / Liability

TELECLUB AG assumes no responsibility for technical faults and interruptions of the TELECLUB Channel Service and the on Demand Services in the event of force majeure including circumstances that are beyond the sphere of influence of TELECLUB AG, such as natural disasters and acts and omissions of the telecommunication service provider, electricity providers and other third party service providers. Likewise, TELECLUB AG cannot be held responsible for problems, interruptions, restrictions of use, misuse, damage by third parties, security defects in the telecommunication network and/or the Internet.

7 Copyright

The recording of the TELECLUB Channels and on Demand Services on data storage media for use outside the customer's private circle (family and friends) is not permitted and constitutes a breach

of the copyright regulations. In particular, the content of the TELECLUB Channel Service and/or the on Demand Services and/or any parts thereof may not be distributed and/or received publicly, including via the upload into peer-to-peer networks, and/or be used for commercial purposes. Likewise, the distribution and/or reception of the TELECLUB Channel Service as well as the making available of the on Demand Services in publicly accessible locations such as restaurants, hotels, cinemas, theatres, exhibitions, shop windows etc., are not permitted and constitute a breach of the copyright regulations.

Any unauthorized use of the TELECLUB Channel Service and/or the on Demand Services constitutes not only a breach of the customer's contractual duties but may constitute a breach of the rights of third parties to the content as well. TELECLUB AG and such third parties may therefore assert claims against the customer.

8 Misuse

In the event of a breach of contract, Swisscom and TELECLUB AG may withdraw the customer's right to view the content until such breach has been fully remedied by the customer. In case of a justifiable withdrawal, the customer shall have no claim for compensation and/or damages against TELECLUB AG, but the customer's obligation to pay the fees shall continue.

9 Change of Address

The customer shall notify Swisscom about any change of address at least three weeks before moving.

10 Duration / Termination of the Contract

The subscription to the TELECLUB Channel Service and the contracts for the on Demand Services with TELECLUB AG shall come into effect at the moment the customer is activated for the TELECLUB Channel Service he/she has subscribed to respectively for the on Demand Services he/she has ordered.

The minimum contractual term for the basic package of the TELECLUB Channel Service (hereinafter referred to as the "TELECLUB Basic Package") is 12 months. Additional channels (hereinafter referred to as "TELECLUB Additional Packages") may be subscribed to at any time within a subscription to the TELECLUB Basic

Package. There is no special minimum contractual term for TELECLUB Additional Packages.

Subscriptions to the TELECLUB Channel Service (TELECLUB Basic Package and/or TELECLUB Additional Packages) may be terminated by giving three months prior notice, by registered letter to Swisscom, to the end of a month, provided however, that the subscription to the TELECLUB Basic Package may be terminated earliest at the end of the minimum contractual term.

The individual contracts for the on Demand Services are concluded for a limited period of time as communicated in advance in the Video Store and shall expire automatically at the end of that period.

Upon the termination of the contract between the customer and Swisscom regarding the Swisscom TV service, TELECLUB AG shall have the right to cease to provide the services according to the existing contracts between the customer and TELECLUB AG regarding the TELECLUB Channel Service and/or on Demand Services for reception via Swisscom TV. The customer shall pay the fees in accordance with such existing contracts between the customer and TELECLUB AG for the remaining minimal contractual term respectively until the next possible termination date of the relevant contract.

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