

Special conditions for Swisscom TV Air

1 Scope of application

1.1 Subject

This service description relates to the Swisscom TV Air service (hereinafter referred to as the “Service”) of Swisscom (Switzerland) Ltd (hereinafter referred to as “Swisscom”) as defined in Section 2. With Swisscom TV Air, Swisscom provides an on-screen programme guide and streaming content via the World Wide Web (hereinafter referred to as the “Web”) or an application. By using and installing the Service, the Customer accepts the conditions of this service description.

1.2 Swisscom TV app

If the Service is purchased in the iTunes Store, the Google Play Store or from another online provider as an application, 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 Swisscom TV app (TV 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 app purchased, to enforce the conditions laid down in this service description in court if need be.

1.3 General restrictions

The device and system requirements pertaining to the Service are available at www.swisscom.ch/tv.

The scope of the Service depends on the features of the relevant service offer (Section 2) and on whether the Service is being accessed via the Web or an application (see www.swisscom.ch/tv for full details).

Those who do not use Swisscom services apart from Swisscom TV Air can purchase certain, but not all, functionalities of Swisscom TV Air (further information can be found at www.swisscom.ch/tv).

2 Scope of service

The ability to receive live TV in Switzerland and use the on-screen programme guide are included in the scope of all Swisscom TV Air services pursuant to Sections 2.1 – 2.4. The number of channels and ability to receive HD, however, could vary depending on the offer (see www.swisscom.ch/tv for more detailed information).

Swisscom TV Air is available in the form of the following service offers:

2.1 Swisscom TV Air free

Swisscom TV Air free is a service delivered free of charge via web or app for those who don't have a product with integrated Swisscom TV 2.0 or NATEL infinity. You will still need a login to use this service (via social media platform or with mobile number or Swisscom login). The customer acknowledges that with the first log in, data such as sex, age and postcode will be transferred to Swisscom (further information available at www.swisscom.ch/tv).

Swisscom TV Air free provides you with live TV, an on-screen TV guide, plus recording, Replay and live-pause functions. If you stop using the service for a period of 30 days, this will be

considered a cancellation of the service. In such instances, the service will be deactivated and the recordings and Replay content deleted. You can reactivate Swisscom TV Air free at any time by logging in again. The recording and replay functions will then be available for the new account.

Plans are in place to allow customers who already pay for other chargeable Swisscom services to be able to rent videos and live sporting events this year.

By using this service the customer also agrees to activation of advertising.

2.2 Swisscom TV Air for Casa customers with TV 1.0

This service offer enables customers in Switzerland to receive TV channels on PC screens or via app on mobile terminal devices with streaming capability and provides an on-screen programme guide. It also offers the Customer use of the Replay TV, recording and live-pause functions.

As long as the Customer does not switch to a product with integrated Swisscom TV 2.0 (TV 2.0 box), he/she cannot make use of any convergence between the old TV offering (TV 1.0 / Mediaroom) and the TV app/web application nor use a remote control (for detailed information go to www.swisscom.ch/tv).

2.3 Swisscom TV Air for Vivo customers with TV 2.0

This service offer enables customers in Switzerland to receive TV channels, video on demand and live sporting events on PC screens or via app on mobile terminal devices with streaming capability. Pay-per-view video on demand, live sporting events and Teleclub Play are available via the Web; live sporting events and Teleclub Play can be displayed in Switzerland on mobile devices with streaming capability and the operating systems specified at www.swisscom.ch/tv.

The Customer can also use the replay, recording and live-pause functions (further information can be found at www.swisscom.ch/tv).

2.4 Swisscom TV Air as a chargeable option for NATEL infinity customers

This chargeable option allows NATEL infinity customers to receive TV channels in Switzerland, provides a programme guide and is available via the TV app or the web application. Swisscom TV Air will give the Customer access to pay-per-view video on demand and live sporting events; live sporting events will be accessible in Switzerland in future on mobile devices with streaming capability and the operating systems specified at www.swisscom.ch/tv.

2.5 Video on demand and pay-per-view live sporting events / Teleclub Play

Video on demand and live sporting events 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 www.swisscom.ch/tv.

2.6 Programme guide

The on-screen programme guide offers an overview of television programmes. Depending on the service offer, it also contains information about video on demand and live sporting events.

2.7 Swisscom TV app / web application

The Swisscom TV app ("TV app") and the web application facilitate mobile access to streaming content and the on-screen programme guide. In addition, the actual scope of services of the app

purchased shall be dependent on the service offer, the Customer's mobile terminal device and the app store used (Google Play Store, iTunes App Store or other online providers).

2.8 Support

In the event of a fault or instance of warranty or liability claims, the Customer must call Swisscom on freephone 0800 800 800. The valid opening hours of the freephone number can be found at www.swisscom.ch. Support for apps, as well, shall be provided exclusively via Swisscom, i.e. not via the Google Play Store, iTunes App Store or other online providers.

2.9 Cancellation of the Service

The Customer shall have no entitlement to a specific configuration or retention of the Service. Swisscom shall be entitled at all times to fully or partially cancel the provision of Swisscom TV Air and individual service offers.

3 Obligations of the Customer

3.1 Requirements for the operation of Swisscom TV Air

The Customer shall be responsible for obtaining and setting up functioning terminal devices and for all the connections required for Swisscom TV Air. System requirements may be changed at any time. Information regarding this can be found at www.swisscom.ch/tv.

3.2 Protection of minors

The Customer shall be responsible for measures regarding the protection of minors who have access to his/her device. In particular, it should be noted that certain functions allow access to content at any time.

3.3 Consent of the owner of the broadband Internet access

The Customer shall be responsible for ensuring that the owner of the Swisscom broadband Internet access and/or the fixed-network connection consents to this contract if the Customer and the respective owner are not identical.

4 Costs

4.1 Cost of pay-per-view offerings

Prices for pay-per-view offerings (video on demand and live sporting events) may vary at any time. The charges for Swisscom TV Air shall be based on the current Swisscom charges, which are published at www.swisscom.ch/tv. They will be indicated prior to viewing the item in question.

4.2 Costs for data transmission in Switzerland

Data transmission required for obtaining streaming content on the Swisscom mobile network (3G/4G/PWLAN) is free of charge for customers with a Swisscom TV, Vivo or NATEL infinity subscription.

Customers without Swisscom TV, Vivo or NATEL infinity will incur data transmission costs for reception via the Swisscom mobile network (3G/4G/PWLAN).

If a Customer subscribes to Swisscom TV Air on his/her mobile terminal device via mobile networks operated by third-party providers, the data transmission costs shall be based on the respective contractual relationship with the other provider.

Data transmission via Swisscom or another provider required for viewing trailers or clips as well as for the use of the programme guide shall be billed in accordance with the conditions of the respective contractual relationship.

4.3 Costs for data transmission while abroad

Depending on the provider and data allowance, costs could be incurred for data roaming if Swisscom TV Air is used abroad (particularly when watching recordings). Even customers of Swisscom NATEL infinity, particularly the lowest-cost offers, are advised to use the service only via a free WLAN.

5 Billing and terms of payment

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.

6. Warranty

6.1 Faults/interruptions

Swisscom shall endeavour to ensure a high degree of availability of the Service. It cannot, however, guarantee the interruption- and fault-free functioning of this Service nor specific transmission times and capacities. 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 app or the web application cannot be excluded. We recommend backing up particularly important data.

6.2 Third-party networks and services

Swisscom shall provide no assurances or guarantees with regard to availability, quality, operation or support in connection with data traffic on third-party networks or third-party connections.

6.3 Risks associated with the use of the Service; Swisscom measures

Swisscom shall take precautions to protect its network from intrusion by third parties. It cannot, however,

guarantee that:

- > the network infrastructure will be fully protected from unauthorised access;
- > malware or attacks could compromise the use of the Service or damage the Customer or his/her infrastructure some other way.

Swisscom shall be authorised to test the devices connected to the telecommunications network for security deficiencies, to use filters and undertake other measures to protect the infrastructure of Swisscom, the Customer and third parties from unlawful or otherwise harmful content and software, or to prevent access to content that is unlawful or unsuitable for minors.

6.4 Content

Swisscom shall not be responsible for the content and guarantees neither the accuracy, up-to-dateness nor comprehensiveness of information (e.g. voice, images, sounds and other data) to which the Customer is provided access via the Service.

6.5 Restrictions

Swisscom cannot be held liable for faults, interruptions or user restrictions, for misuse or damage by third parties, or for security deficiencies in the telecommunications network and/or Internet. The Swisscom TV app and the web application shall be delivered respectively provided “as is”. 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.

7. Liability

7.1 General liability provision

Swisscom shall only be liable for any damages caused deliberately or as a result of gross negligence in the event of breaches of contract. Liability for slight and moderate negligence is excluded. If the Customer has not fulfilled his/her duty of care as regards the backing up of data, Swisscom shall not be liable for any damage suffered by the Customer resulting from the loss of data or software programs that the Customer has not backed up.

In addition, Swisscom shall not assume any liability for damage or loss caused by any use of the Service that is unlawful or in breach of contract.

7.2 Force majeure

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).

8 Use of the Service in accordance with the contract

8.1 Private use

The Service may only be used privately and under no circumstances for commercial or industrial purposes. In particular, the reception and use of the Service in publicly accessible locations, e.g. in cafés, restaurants, hotels, cinemas, theatres or shop windows, and the renting and editing of programme sections for use outside the private domain shall not be permitted. The Customer shall indemnify Swisscom in the event of a breach of these provisions.

8.2 TV App

With respect to the TV app, the Customer shall have the non-transferable, non-exclusive right to use the application he/she purchased on devices that belong to the Customer or on devices over which the Customer 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.

This software is subject to US export control rules and other US legislation and may not be exported, reexported or transferred to certain countries (currently Cuba, Iran, North Korea, Sudan and Syria) 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).

9. Data protection

9.1 General information

Swisscom shall adhere to the legislation in force regarding the treatment of data and, in particular, to the Telecommunications and Data Protection Act. Swisscom shall collect, store and process only data required for the purpose of providing services, managing and maintaining the customer relationship, ensuring a high-quality service and the security of operations and infrastructure, and for billing purposes. The Customer shall consent that Swisscom:

- > may collect information on the Customer or pass on data relating to the Customer's payment history in connection with the conclusion and performance of the contract;
- > may pass on customer data to third parties for the purpose of debt collection;
- > may process his/her data for marketing purposes, namely for the needs-based design and development

of its services and for customised offers, and to enable his/her data to be processed within the Swisscom Group for the same purposes.

The Customer may limit or prohibit use of his/her data for marketing purposes.

9.2 Swisscom TV Air

Swisscom shall collect customer data on the use of the service and store this in a database (if necessary, with a foreign partner). This data shall be used to create user profiles of customers.

Based on these user profiles, Swisscom may recommend programmes to customers and/or send them advertising for Swisscom and/or third-party products. While the Customer must accept the collection of his/her user data, he/she may prohibit personalised evaluation of his/her user data at any time for personal programme recommendations and personal advertising by calling customer services on freephone 0800 800 800.

The Customer may not prohibit advertising for services offered by Swisscom TV Air that require the user to accept advertising in order to use the service.

9.3 Joint provision of services with third parties

Where a service is provided jointly by Swisscom and a third party or where the Customer receives services from third parties via the Swisscom network, Swisscom may pass on data about the Customer to third parties insofar as this is necessary for the provision of such services. Swisscom shall also be authorised to have the collected user data evaluated by a contracted company.

Swisscom shall ensure that the data recipient complies with the general legal conditions for processing data to the same degree as Swisscom itself.

10 Termination of Swisscom TV Air

The Swisscom TV Air free Customer may deactivate the service at any time. The Customer of another Swisscom TV Air service may also deactivate the service, but he/she cannot terminate this service separately and ask for a reduction in the costs of the product that contains the Swisscom TV Air service.

The Customer may only terminate the product (package, Infinity subscription, etc.) as a whole. Termination is based on the contract documents for the respective product.

The Swisscom TV Air option for NATEL infinity can be terminated at the end of any month.

11 Modifications

11.1 Service modifications

Swisscom shall reserve the right to modify the service 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 of a free service must accept modifications without compensation. For the Customer of a product with integrated Swisscom TV Air, the contract documents of the respective product shall apply for modifications.

11.2 Service description modifications

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 of a free service must accept modifications without compensation. For the Customer of a product with integrated Swisscom TV Air, the contract documents of the respective product shall apply for modifications.

12. Applicable law and jurisdiction

This agreement shall be governed by the laws of Switzerland. 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.

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