

## **General Terms and Conditions of Teleclub AG for subscriptions to the Teleclub Channel Service (German language) for reception via Swisscom TV**

### **1. Object of the Contract**

- 1.1. These General Terms and Conditions (“GTC”) govern the fee-based use of the primarily German language program channels marketed by Teleclub AG (“Teleclub”) for reception via the service Swisscom TV (“Teleclub Channel Service”).
- 1.2. The subscription contract authorizes the customer to privately receive the Teleclub Channel Service in Switzerland. Any public reception of the Teleclub Channel Service beyond the customer’s private circle is inadmissible.

### **2. Offer and Modifications**

- 2.1. Information on the current scope of the Teleclub Channel Service may be obtained from the websites of Teleclub ([www.teleclub.ch](http://www.teleclub.ch)) or Swisscom ([www.swisscom.ch/tv](http://www.swisscom.ch/tv)). Teleclub may engage third parties for the provision of its services.
- 2.2. Teleclub reserves the right to supplement the Teleclub Channel Service and to expand or otherwise modify them at any time. Teleclub shall notify the customer of any changes in an appropriate manner.
- 2.3. As long as the overall nature of the Teleclub Channel Service, as subscribed by the customer, is maintained, the customer shall have no extraordinary right of termination. Otherwise, the customer may terminate the subscription contract, without liability, before the term, i.e. irrespective of the remaining Minimum Contract Term or the contractual notice period (para. 11.2), such termination becoming effective at the time the change comes into effect. If the customer fails to do so, the change is deemed to be accepted. If the change is limited to one or more Teleclub Additional Package(s) or one or more Teleclub Package Option(s) (para. 11.2), the customer has the right to early termination only of the Teleclub Additional Package or the Teleclub Package Option concerned. In this case, early termination is likewise conditional on the change affecting the overall nature of the respective Teleclub Additional Package or the Teleclub Package Option.

### **3. Program Guide**

Customers shall, at Teleclub's option, receive a printed or an electronic program guide from Teleclub, free of charge.

### **4. Subscription Fees**

- 4.1. The subscription fees (“Fees”) are based on the latest relevant pricelist published by Teleclub on [www.teleclub.ch](http://www.teleclub.ch) or [www.swisscom.ch/tv](http://www.swisscom.ch/tv), as the case may be. By subscribing to the Teleclub Channel Service, the customer accepts the applicable Fees.
- 4.2. Invoices are issued by Swisscom in the name and on behalf of Teleclub. The customer undertakes to pay the Fees in accordance with the Swisscom payment conditions for Swisscom TV. In case of late payment, Teleclub and Swisscom are, to the extent legally permissible, until full settlement of the fees outstanding, entitled to refuse, without prior notice, to provide the customer with its services, to take other measures to prevent further loss, to refuse access to other services and/or to terminate the subscription contract with immediate effect and without liability. A justified refusal to provide services does not give rise to any claim for compensation or indemnity for the customer, whose obligation to pay shall continue regardless. If Teleclub terminates the subscription contract, the customer remains liable for the payment of the Fees until the end of the Minimum Contract Term or the contractual notice period (para. 11.2).

- 4.3 Teleclub may adjust the Fees at any time. Teleclub shall notify the customer in advance and in an appropriate manner of any Fee increases. Should Teleclub increase the Fees in such a manner as to increase the overall financial burden for the customer, the customer may terminate the subscription contract, without liability, before the term, such termination becoming effective at the time the increase comes into effect. If the customer fails to do so, the change is deemed to be accepted. Adjustments of Fees as a result of changes in tax rates or duties (e.g. VAT) shall not be considered as fee increases and do not entitle the customer to early termination of the contract.

## **5. Technical Requirements**

The Teleclub Channel Service may be received only on the Swisscom TV Box respectively the Swisscom TV Box 2.0.

## **6. Customer Service**

Any technical malfunctions or administrative questions concerning the Teleclub Channel Service should be addressed to the Swisscom Customer Service (toll-free number 0800 800 800).

## **7. Liability of Teleclub**

Teleclub shall not be liable for malfunctions or interruptions of the Teleclub Channel Service and the due to force majeure or other circumstances that are beyond the control of Teleclub, such as acts or omissions by other telecommunication service providers, power companies and other third-party service providers. In particular, Teleclub shall not be liable for disruptions, interruptions, restrictions of use or misuse and damage caused by third parties, security defects in the telecommunications network and/or the internet.

## **8. Copyright**

- 8.1 The recording of the Teleclub Channel Service onto data storage devices for use outside the customer's private circle (family and close friends) is not permitted and in violation of copyright regulations. In particular, the customer is not permitted to present in public, or to make available, any contents of the Teleclub Channel Service or any parts thereof, e.g. via the upload into so-called peer-to-peer networks and/or use them for commercial purposes. The diffusion and/or reception of the Teleclub Channel Service in public locations such as, e.g., restaurants, bars, hotels, cinemas, theatres, exhibitions, shop windows, etc. is not permitted and is in violation of copyright regulations.
- 8.2 Any unauthorized use of the Teleclub Channel Service by the customer not only constitutes a breach of the customer's contractual obligations towards Teleclub, but possibly also constitutes an infringement of the rights of third parties to the contents. Teleclub and such third parties may therefore assert claims for damages against the customer.

## **9. Misuse**

In the event of breach of contract by the customer, Swisscom and Teleclub are, to the extent legally permissible and until such breach has been fully remedied by the customer, entitled to refuse, without prior notice, to provide its services, to take other measures to prevent further loss, to refuse access to other services and/or to terminate the subscription contract with immediate effect and without liability. A justified refusal to provide services does not give rise to any claim for compensation or indemnity for the customer, whose obligation to pay shall continue regardless. If Teleclub terminates the subscription contract, the customer remains liable for the payment of the Fees until the end of the Minimum Contract Term or the contractual notice period (para. 11.2).

## 10. Protection of Privacy

Teleclub undertakes to treat customer data with all due care and to use them only in accordance with Swiss data protection regulations. By accepting the present GTC, the customer agrees that Teleclub may collect and handle the customer's personal data, in particular data provided at the time of subscription, as well as data made available to the customer service and during the use of the services. Teleclub is entitled to use personal customer data for the technical and organizational processing and realization of services, the cultivation of customer relations as well as their own marketing and advertising purposes, in particular the needs-based design and development of their services and tailor-made offers. Teleclub is furthermore entitled to transmit the customer data to third parties charged with the processing of customer relations or the collection of outstanding invoices, and to make them available to other companies that are part of the Cinetrade Group (CT Cinetrade AG, KITAG Kino-Theater Ltd and PlazaVista Entertainment AG) and selected partner companies for marketing and publicity purposes. **The customer may at any time prohibit the use of the personal data for publicity and marketing purposes by notifying Teleclub in writing (Teleclub AG, Customer Service, Müllerenstrasse 3, 8604 Volketswil).**

## 11. Duration and Termination of the Contract

- 11.1 The subscription contract shall become effective upon activation of the customer's access to the contents of the Teleclub Channel Service.
- 11.2 The minimum contract term for the basic Teleclub program package ("Teleclub Basic Package") of the Teleclub Channel Service is twelve (12) months ("Minimum Contract Term"). Within the scope of the subscription contract for the Teleclub Basic Package, additional program packages offered by Teleclub ("Teleclub Additional Packages") may be subscribed to by the customer at any time. Likewise, the subscription can be expanded at any time to include program packages offered by Teleclub in addition to the Teleclub Basic Package or the particular Teleclub Additional Package ("Teleclub Package Options"). There is no particular Minimum Contract Term for the Teleclub Additional Packages and Teleclub Package Options. The subscription to the Teleclub Basic Package, the Teleclub Additional Packages and/or the Teleclub Package Options may be terminated without liability by giving three (3) months' prior notice to the end of a month; provided, however that the Teleclub Basic Package may be cancelled for the first time at the end of the Minimum Contract Term. Notice has to be given in writing. A Teleclub Additional Package may be canceled only together with the corresponding Teleclub Package Option, and the Teleclub Basic Package only together with the corresponding Teleclub Additional Packages and Teleclub Package Options.
- 11.3 If the customer terminates the Teleclub Channel Service before the term, i.e. irrespective of the remaining Minimum Contract Term or the contractual notice period (para. 11.2), the customer shall, except in the cases as are specifically referred to in these GTC, pay the Fees up to the end of the Minimum Contract Term, respectively the contractual notice period ("Residual Term Fees"). Upon termination of the subscription contract all outstanding amounts, in particular the Residual Term Fees, become due.

## 12. Final Provisions

- 12.1 Teleclub reserves the right to adjust the present GTC at any time. Such changes shall be notified to the customer in an appropriate manner. **If the changes disadvantageous to the customer, he may terminate the subscription contract, without liability, before the term, i.e. irrespective of the remaining Minimum Contract Term or the contractual notice period, such termination becoming effective at the time the change comes into effect. If the customer fails to do so, the changes are deemed accepted.**
- 12.2 The transfer of the subscription contract concluded between the customer and Teleclub or of rights and obligations arising therefrom requires the written agreement of both parties. Teleclub may transfer the subscription contract or rights and obligations arising therefrom to

the parent company CT Cinetrade AG or another company without the consent of the customer, provided CT Cinetrade AG either directly or indirectly controls that company.

- 12.3 The subscription contract concluded between the customer and Teleclub is governed by the laws of Switzerland. The exclusive place of jurisdiction shall be Zurich. Mandatory places of jurisdiction are reserved.