

## **General Terms and Conditions of Teleclub AG for Teleclub on Demand Offers for viewing on demand via Swisscom TV and/or Swisscom TV air**

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

1.1. These General Terms and Conditions (“GTC”) govern the fee-based use of the following services marketed by Teleclub AG (“Teleclub”):

- i. films and series offered and made available for viewing on a transactional basis (“Teleclub on Demand”),
- ii. films and series offered and made available for viewing on a subscription basis (“Play”),
- iii. individual Live Sport Events (“Teleclub Live Sport”)

(Teleclub on Demand, Play, and Teleclub Live Sport collectively referred to as “Teleclub on Demand Offers”).

1.2 The respective contract concluded between the customer and Teleclub authorizes the customer to view the Teleclub on Demand Offers in Switzerland. Public viewing of the Teleclub on Demand Offers beyond the customer’s private circle is inadmissible.

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

2.1 Information on the current scope of the Teleclub on Demand Offers 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)). The terms and conditions of Teleclub available on the platforms of Swisscom TV and in the “Terms of Use of Teleclub on Demand Offers for viewing via Swisscom TV and/or Swisscom TV air” (“Terms of Use”) shall also apply. Teleclub may engage third parties for the provision of its services.

2.2 Teleclub reserves the right to supplement the Teleclub on Demand Offers, and to expand or otherwise modify them at any time. Teleclub shall notify the customer of any changes in an appropriate manner. The availability of specific content and/or a minimum level of available content of Play is not guaranteed.

### **3. Fees**

3.1 The fees for the Teleclub on Demand Offers are based on the latest relevant pricelist published by Teleclub on the platforms of Swisscom TV. By subscribing to the Teleclub on Demand Offers, the customer accepts the applicable fees.

3.2 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 or Swisscom TV air. 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, in the case of Play, 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 for Play, the customer remains liable for the payment of the subscription fees until the end of the contractual notice period (para. 10.2).

3.3 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 subscription fees for Play in such a manner as to increase the overall financial burden for the customer, the customer may terminate the corresponding 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.

#### **4. Technical Requirements**

- 4.1 Within the scope of Swisscom TV, the Teleclub on Demand Offers may be viewed only via the Swisscom TV Box respectively the Swisscom TV Box 2.0.
- 4.2 Within the scope of Swisscom TV air, Teleclub on Demand Offers may be viewed only via compatible terminal devices which support Digital Rights Management. Only playback software that is provided or authorized by Swisscom can be used for viewing on demand. This software may make it necessary for the customer to also procure additional software from third party manufacturers in order to use the Swisscom software.

#### **5. Customer Service**

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

#### **6. Liability of Teleclub**

Teleclub shall not be liable for malfunctions or interruptions of the Teleclub on Demand Offers 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.

#### **7. Copyright**

- 7.1 The recording of the Teleclub on Demand Offers 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 on Demand Offers 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 making available of the Teleclub on Demand Offers 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.
- 7.2 Any unauthorized use of the Teleclub on Demand Offers 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.

#### **8. 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, in the case of Play, 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 for Play, the customer remains liable for the payment of the subscription fees until the end of the minimum contract term or the contractual notice period (para. 10.2).

## 9. 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, Mülleenstrasse 3, 8604 Volketswil).**

## 10. Duration and Termination of the Contract

- 10.1 The contracts for the Teleclub on Demand Offers shall become effective upon activation of the customer's access to the Teleclub on Demand Offers ordered or subscribed to by him.
- 10.2 No special minimum contract term applies to Play. The subscription contract for Play may be terminated without any consequences in terms of costs subject to giving one (1) month's notice as at the end of any month.
- 10.3 If the customer terminates the subscription contract for Play before the term, i.e. irrespective of the contractual notice period (para. 10.2), the customer shall, except in the cases as are specifically referred to in these GTC, pay the subscription fees up to the end of the contractual notice period ("Residual Term Fees"). Upon termination of the subscription contract all outstanding amounts, in particular the Residual Term Fees, become due.
- 10.4 The individual contracts for Teleclub on Demand and Teleclub Live Sport are normally concluded for a limited period notified in advance on the platforms of Swisscom TV and/or in the Terms of Use and expire automatically at the end of that period.

## 11. Final Provisions

- 11.1 Teleclub reserves the right to adjust the present GTC and the Terms of Use at any time. Changes to the GTC and the Terms of Use shall be notified to the customer in an appropriate manner. **If the changes concerning Play are disadvantageous to the customer, he may terminate the subscription contract, without liability, before the term, such termination becoming effective at the time the change comes into effect. If the customer fails to do so, the changes are deemed accepted.**
- 11.2 The transfer of the 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 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.
- 11.3 The 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.

## **Terms of Use of Teleclub on Demand Offers for viewing via Swisscom TV and/or Swisscom TV Air**

The use of the Teleclub on Demand Offers is subject to certain restrictions, which are imposed by the licensors of the content made available to us. The respective restrictions depend upon whether the content in question constitutes Films for Rent, Films for Purchase, Live Sport Events or content from Play.

### **1. Films for Rent**

Films for Rent are essentially available to you for a period of 48 hours after placing your order. A film can only be watched simultaneously either on the Swisscom TV Box or the Swisscom TV Box 2.0, or on a PC or Mac. Required for playback is an existing internet connection so that the film can be retrieved from a Swisscom Server in real time ("streaming").

### **2. Films for Purchase**

Films for Purchase are available to you on the Swisscom TV Box 2.0 for at least five years from the date of purchase. Required for playback is an existing internet connection in order to allow for streaming. If streaming should no longer be possible for licensing reasons, we will inform you in a timely manner and make available to you a permanent copy of your purchase for your own private use.

### **3. Play**

Content from Play are available to you for the duration of your order of the package. Content from Play may only be watched simultaneously on the Swisscom TV Box 2.0 and one of another additional four devices such as PC, Mac, tablet or smartphone. You can switch between these devices at any time in order to play back content from Play. Required for playback is an existing internet connection in order to allow for streaming.

### **4. Live Sport Events**

Live Sport Events are essentially available to you for the period of their live broadcast. A Live Sport Event may only be watched simultaneously on the Swisscom TV Box, Swisscom TV Box 2.0, or on one of another of up to four additional devices such as PC, Mac, tablet or smartphone. Required for playback is an existing internet connection in order to allow for streaming.