

GENERAL TERMS AND CONDITIONS OF TELECLUB LTD

A. General Terms and Conditions of Teleclub Ltd for subscriptions to the Swisscom blue Channel Service for reception via Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free)

1. Object of the Contract

1.1. These General Terms and Conditions (“GTC”) govern the fee-based use of the program channels marketed by Teleclub Ltd (“Teleclub”) for reception via the services Swisscom blue TV, Swisscom blue TV Companion und Swisscom blue TV Air (free) (“Swisscom blue Channel Service”). Concluding the subscription contract for the Swisscom blue Channel Service creates a direct contractual relationship between the customer and Teleclub.

1.2. The Swisscom blue Channel Service consists of one or more channel package(s) defined by Teleclub or third-party providers. The subscription for the Swisscom blue Channel Service may include the possibility of viewing film content of the Swisscom blue Channel Service, as subscribed by the customer, made available on a on demand-basis for a limited period of time and without an additional fee (“On Demand Offers”). The availability of specific content and/or a minimum quantity of available content is not guaranteed.

1.3. The subscription contract authorizes the customer to receive the Swisscom blue Channel Service and to view the On Demand Offers made available for private use in Switzerland. Teleclub or the respective Teleclub distribution partner is entitled to verify the customer’s residence by means of credit card information placed on file. Any reception and viewing beyond the customer's private circle is inadmissible.

2. Offer and Modifications

2.1 Information on the current scope of the Swisscom blue Channel Service and of the On Demand Offers may be obtained from the website www.blue.ch. The terms and conditions of Teleclub available on the platforms of the Teleclub distribution partners and in the “Terms of Use for the Swisscom blue Channel Service for reception via Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free)” (“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 Swisscom blue Channel Service and the 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.

2.3 As long as the overall nature of the Swisscom blue Channel Service, as subscribed by the customer, is maintained, the customer shall have no extraordinary right of termination as regards the respective Swisscom blue Channel Service. 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. 10.2), 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.

3. Subscription Fees

3.1 The subscription fees (“Fees”) are based on the latest relevant price list published on www.blue.ch. By subscribing to the Teleclub Channel Service, the customer accepts the applicable Fees.

3.2 The invoicing or debiting of a credit card placed on file by the customer shall be carried out by the respective Teleclub distribution partner in the name and on behalf of Teleclub or, in the case of channel packages of third-party providers (para 1.2) of the respective third-party provider. The customer undertakes to pay the Fees in accordance with the payment conditions of the respective Teleclub distribution partner. In case of late payment, Teleclub and the respective Teleclub distribution partner are, to the extent legally permissible, without prior notice and until full settlement of the fees outstanding, entitled to refuse 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. 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 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.

4. Technical Requirements

4.1 Within the scope of Swisscom blue TV, Swisscom blue TV Companion and Swisscom TV Air (free), the Swisscom blue Channel Service and the On Demand Offers may be viewed only via the Swisscom TV Box as well as registered devices of the customer.

4.2 Registered devices of the user are smartphones/tablets using the versions of Swisscom blue TV Companion and Swisscom TV Air (free) available for iOS or Android as well as PC/Macs, smart TVs and set-top boxes which support Digital Rights Management and which use playback software made available or authorized by Swisscom. 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.

4.3 The use of the Swisscom blue Channel Service and On Demand Offers via Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free) requires internet access. The performance of the internet connection and the type of end device used can influence the quality of the Swisscom blue Channel Service and On Demand Offers being transmitted and viewed.

5. Customer Service

Any technical malfunctions, content related or administrative questions concerning the Swisscom blue Channel Service or the 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 Swisscom blue Channel Service or the On Demand Offers due to force majeure or other circumstances that are beyond the control of Teleclub, such as acts or omissions by Teleclub distribution partners, 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 Swisscom blue Channel Service and the 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 Channel Service, the 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 reception of the Swisscom blue Channel Service or the 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 Swisscom blue Channel Service or the 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, the respective Teleclub distribution partner and Teleclub are, to the extent legally permissible, without prior notice and until such breach has been fully remedied by the customer, entitled to refuse 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. 10.2).

9. Protection of Privacy

The processing of personal data in connection with the subscription contract shall be in accordance with the relevant current Data Privacy Statement of Teleclub. The current Data Privacy Statement may be consulted [here](#).

10. Duration and Termination of the Contract

10.1 The subscription contract shall become effective upon activation of the customer's access to the contents of the Swisscom blue Channel Service.

10.2 The minimum contract term for any channel package that may be subscribed to separately is six (6) months ("Minimum Contract Term"). If the customer changes from one Teleclub distribution partner to another Teleclub distribution partner, the customer shall be subject following the change to a new, full Minimum Contract Term. The duration of any contract previously in existence with a Teleclub distribution partner will not be applied towards the New Minimum Contract Term. The subscription contract may, with regard to each channel package that may be subscribed to separately, be terminated without liability by giving three (3) months' notice to the end of a month; for the first time at the end of the Minimum Contract Term. Notice has to be given in writing.

The possibility to view On Demand Offers will, with regard to the terminated channel package, end upon termination of the subscription contract to the Swisscom blue Channel Service.

10.3 If the customer terminates the Swisscom blue Channel Service before the term, i.e. irrespective of the remaining Minimum Contract Term or the contractual notice period (para. 10.2), 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”). This also applies in particular if the provision of the services by Teleclub requires a contract between the customer and the respective Teleclub distribution partner concerning the reception of a basic package of television program services, an internet connection or the like, and the customer terminates this contract or withdraws from his Teleclub distribution partner's coverage area. Upon termination of the subscription contract all outstanding amounts, in particular the Residual Term Fees, become due.

11. Final Provisions

11.1 Teleclub reserves the right to adjust the present GTC, the Terms of Use and the Data Privacy Statement at any time. Changes to the GTC, the Terms of Use or the Data Privacy Statement shall be notified to the customer in an appropriate manner. If the changes are 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.

11.2 The transfer of the subscription contract concluded between the customer and Teleclub or of rights and obligations arising therefrom requires the written consent of both parties. Teleclub may transfer the subscription contract or rights and obligations arising therefrom without the consent of the customer to its parent company Blue Entertainment Ltd or to another company, provided Blue Entertainment Ltd either directly or indirectly controls such company. In addition, Teleclub and the respective Teleclub distribution partner are entitled to transfer or assign claims under the subscription contract to third parties for collection purposes without the customer's consent.

11.3 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.

Teleclub Ltd, September 2020

B. General Terms and Conditions of Teleclub Ltd for Swisscom blue On Demand Offers for viewing on demand via Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free)

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 Ltd (“Teleclub”):

- i. films offered and made available for viewing on a transactional basis (“blue Video”),
- ii. films offered and made available for viewing on a subscription basis (“Cinéplay”),
- iii. individual Live Sport Events (“blue Sport Live”)

(blue Video, Cinéplay, and blue Sport Live collectively referred to as “Swisscom blue On Demand Offers”).

The fee-based use of any Swisscom blue On Demand Offer creates a direct contractual relationship between Teleclub and the customer.

1.2 The respective contract concluded between the customer and Teleclub authorizes the customer to view the Swisscom blue On Demand Offers in Switzerland. Teleclub or the respective Teleclub distribution partner is entitled to verify the customer’s residence by means of credit card information placed on file. Public viewing of the Swisscom On Demand Offers beyond the customer’s private circle is inadmissible.

2. Offer and Modifications

2.1 Information on the current scope of the Swisscom blue On Demand Offers may be obtained from the website www.blue.ch. The terms and conditions of Teleclub available on the platforms of the Teleclub distribution partners and in the “Terms of Use of Swisscom blue On Demand Offers for viewing via Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free)” (“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 Swisscom blue 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 Cinéplay is not guaranteed.

3. Fees

3.1 The fees for the Swisscom blue On Demand Offers are based on the latest relevant pricelist published by Teleclub on Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free). By subscribing to or ordering the Swisscom blue On Demand Offers, the customer accepts the applicable fees.

3.2 The invoicing or debiting of a credit card placed on file by the customer shall be carried out by the respective Teleclub distribution partner in the name and on behalf of Teleclub. The customer undertakes to pay the fees in accordance with the payment conditions of the respective Teleclub distribution partner. In case of late payment, Teleclub and the respective Teleclub distribution partner are, to the extent legally permissible, until full settlement of the fees outstanding and without prior notice, entitled to refuse 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 Cinéplay, 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 Cinéplay, 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 Cinéplay 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 blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free), the Swisscom blue On Demand Offers may be viewed only via the Swisscom TV Box as well as registered devices of the customer.

4.2 Registered devices of the user are smartphones/tablets using versions of Swisscom blue TV Companion and Swisscom TV Air (free) available for iOS or Android as well as PC/Macs, smart TVs and set-top boxes which support Digital Rights Management and which use playback software made available or authorized by Swisscom. 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.

4.3 The use of the Swisscom blue On Demand Offers via Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free) requires internet access. The performance of the internet connection and the type of end device used can influence the quality of the Swisscom blue On Demand Offers being transmitted and viewed.

5. Customer Service

Any technical malfunctions, content related or administrative questions concerning the Swisscom blue 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 Swisscom blue On Demand Offers due to force majeure or other circumstances that are beyond the control of Teleclub, such as acts or omissions by Teleclub distribution partners, 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 Swisscom blue 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 Swisscom blue 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 Swisscom blue 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 Swisscom blue 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, the respective Teleclub distribution partner 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 Cinéplay, 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 Cinéplay, 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

The processing of personal data in connection with the usage of Swisscom blue On Demand Offers shall be in accordance with the relevant current Data Privacy Statement of Teleclub. The current Data Privacy Statement may be consulted [here](#).

10. Duration and Termination of the Contract

10.1 The contracts for the Swisscom blue On Demand Offers shall become effective upon activation of the customer's access to the Swisscom blue On Demand Offers ordered or subscribed to by him.

10.2 The subscription contract for Cinéplay may be terminated without any consequences in terms of costs subject to giving one (1) months' notice as at the end of any month.

10.3 If the customer terminates the subscription contract for Cinéplay 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"). This also applies in particular if the provision of the services by Teleclub requires a contract between the customer and the respective Teleclub distribution partner concerning the reception of a basic package of television program services, an internet connection or the like, and the customer terminates this contract or withdraws from his Teleclub distribution partner's coverage area. Upon termination of the subscription contract all outstanding amounts, in particular the Residual Term Fees, become due.

10.4 The individual contracts for blue Video and blue Sport Live are normally concluded for a limited period notified in advance on the services Swisscom blue TV, Swisscom blue TV Companion, Swisscom blue TV Air (free) and/or in the Terms of Use and expire automatically at the end of that period. The terms and conditions accessible on Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free) as well as of the Terms of Use apply.

11. Final Provisions

11.1 Teleclub reserves the right to adjust the present GTC, the Terms of Use and the Data Privacy Statement at any time. Changes to the GTC, the Terms of Use or the Data Privacy Statement shall be notified to the customer in an appropriate manner. If the changes concerning Cinéplay 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 Blue Entertainment Ltd or another company without the consent of the customer, provided Blue Entertainment Ltd either directly or indirectly controls that company. In addition, Teleclub and the respective Teleclub distribution partner are entitled to transfer or assign claims under the subscription contract to third parties for collection purposes without the customer's consent.

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.

Teleclub Ltd, September 2020

C. Terms of Use of Swisscom blue On Demand Offers for viewing via Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free) and the Swisscom blue Channel Service for reception via Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free)

The use of the Teleclub 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, blue Sport Live events, from Cinéplay or the Swisscom blue Channel Service.

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 be watched on the Swisscom TV Box and/or up to five registered devices such as PC, Mac, smart TV, set-top box, tablet or smartphone. The simultaneous use of a film is limited to one device. 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 for Streaming at least five years from the date of purchase. Films for purchase may be downloaded to a registered device (tablet or smartphone, available for iOS devices with version 9 or more recent, for Android devices with version 5 or more recent) using Swisscom blue TV Companion or Swisscom blue TV Air (free) (version 2.5.0 or more recent). After a download, you will be able to view the film in question as long as it can be played back on the device concerned. A film can be used on the Swisscom TV Box and/or up to five registered devices such as PC, Mac, smart TV, set-top box, tablet or smartphone. The simultaneous use of a film is permitted on up to two devices for customers with Swisscom blue TV and only on one device for all other customers. Playback by Streaming is only possible through an internet connection. Please note that you must connect to the internet at least once every 30 days via Swisscom blue TV Companion or Swisscom blue TV Air (free), depending on which service has been used for the download in order to play back a downloaded film. If Streaming should no longer be possible for licensing reasons, we will inform you in a timely manner in order to enable you to download the film, if you have not already done so. Films in UHD quality are only available by Streaming for the time being, not however for download. At the same time, the use of a film is permitted on up to two devices for customers with Swisscom TV and only on one device for all other customers.

3. Cinéplay

Content from Cinéplay is available to you for the duration of your order of the package. Content from Cinéplay may be watched on the Swisscom TV Box and/or up to five registered devices such as PC, Mac, smart TV, set-top box, tablet or smartphone. The simultaneous use of a Cinéplay content is limited to up to two devices. Required for playback is an existing internet connection in order to allow for Streaming.

4. blue Sport Live

Live Sport contents are essentially available to you for the period of their live broadcast. A Live Sport content may be watched on the Swisscom TV Box and/or up to five registered devices such as PC, Mac, smart TV, set-top box, tablet or smartphone. The simultaneous use of a blue Live Sport event is permitted on up to two devices for customers with Swisscom blue TV and only on one device for all other customers. Required for playback is an existing internet connection in order to allow for Streaming.

5. Swisscom blue Channel Service

The Swisscom blue Channel Service and content made available on a on demand-basis may be used on the Swisscom TV Box and/or up to five registered devices such as PC, Mac, smart TV, set-top box, tablet or smartphone. The simultaneous use of the Swisscom blue Chanel Service is permitted on up to two devices for customers with Swisscom blue TV and only on one device for all other customers. Required for playback is an existing internet connection in order to allow for Streaming.

6. General Provisions

The simultaneous use of various Teleclub services is limited to one end device for customers with Swisscom TV Air free. For customers with Swisscom TV Air, the simultaneous use of various Teleclub services increases to a maximum of two end devices.

Teleclub Ltd, September 2020