



General Terms and Conditions *MySports Pro*

1st Scope of application and benefits

- 1.1 These general terms and conditions (T&C) apply to the use of *MySports Pro*.
- 1.2 *MySports Pro* (hereinafter also "service") is a service for sports content provided by UPC Switzerland LLC (hereinafter "UPC").
- 1.3 UPC will decide on the content of *MySports Pro* at its sole discretion. UPC can make changes to the programme content at any time for legal or technical reasons.
- 1.4 In principle, the content of the service will be provided in HD quality. The quality on the user's end device cannot be guaranteed, however, since this depends on the quality of the user's Internet connection.

2. Access requirements

- 2.1 The requirement for using the service is a subscription contract for *MySports Pro*.
- 2.2 Invoicing is carried out by the respective distribution partner. The payment terms in accordance with the general terms and conditions of the distribution partner shall apply. The distribution partner should be contacted directly in the event of any questions or issues regarding billing.
- 2.3 A suitable Internet-capable end device is required to use the service. In addition, the customer requires a stable Internet connection. The customer is responsible for ensuring sufficient constant data transfer and for bearing the corresponding connection costs.

3. Terms of use

- 3.1 The content available via the service is legally protected, particularly by copyrights and ancillary copyrights. It is intended exclusively for private use. It may be neither copied, published nor made accessible to third parties (e.g. via streaming systems). Any commercial use is prohibited.
- 3.2 In the event of unauthorised use, suspicion of illegal actions or suspicion of misuse, we can temporarily block or suspend our services.
- 3.3 UPC reserves the right to take legal action in the event of violations of the terms stated in 3.1. Such behaviour can also result in claims for damages being brought by UPC.
- 3.4 The content of the service may only be used within the territory of the Swiss Confederation and the Principality of Liechtenstein.
- 3.5 The customer is also responsible for the contractually agreed-upon use in the event of use by third parties.

- 3.6 The contract holder is obliged to take suitable measures so that minors do not have access to inappropriate content.

4. Service disruptions/liability

- 4.1 We shall not be held responsible for faults or interruptions to the service due to force majeure, i.e. circumstances that are beyond UPC's control.
- 4.2 We cannot guarantee that the use of our service will be free of malware. The customer is responsible for making sure that the necessary security measures are in place on his/her device.
- 4.3 At all events, we shall only be liable for losses that the customer incurs in connection with our service in the event of an intentional or grossly negligent breach of contract. We expressly exclude further liability, including for indirect damage and consequential damage, for agents and for the loss of data.

5. Contract period and cancellation

- 5.1 The subscription contract shall commence on the day on which the contract is concluded. The *MySports Pro* subscription can be cancelled up to the last day of the current subscription month with 3 months' notice.
- 5.2 Cancellation is carried out by the respective distribution partner. If the subscription is not cancelled, it will be extended automatically by a further month in each case.

6. Transfer of rights to third parties

- 6.1 The customer may not transfer his or her rights under these T&C to third parties without the approval of UPC.
- 6.2 UPC may transfer all rights and obligations arising from these T&C to third parties without the customer's consent.

7. Data privacy

- 7.1 We undertake to treat your data with all due care and in accordance with the Swiss Data Protection Act. You can find our privacy policy at upc.ch/privacypolicy.
- 7.2 You consent that we may store and process your customer details for our marketing purposes. **This can also include the processing of usage data for the needs-based design and development of our services and for personalised offers.**
- 7.3 Your details can also be used for these purposes by our partner networks, group companies and by third parties appointed by us in Switzerland and abroad. Your data will not be sold. You have the right to forbid us in writing at any time from sending you any more marketing communications.

8. Final provisions

8.1 UPC may amend the prices and contractual terms with at least 30 days' notice. In the event of changes that are disadvantageous for the customer, the service may be cancelled at the point in time when the change comes into effect.

8.2 These T&C are governed by Swiss law. The place of jurisdiction shall be **Zurich**, subject to other places of jurisdiction, e.g. for consumers.

February 2020, UPC Switzerland LLC, P.O. Box, CH-8021 Zurich