



## Terms and Conditions of Use for Swisscom blue TV (App)

### 1 General provisions

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The subject matter of these Terms and Conditions of Use for Swisscom blue TV (App) ("Terms and Conditions of Use") is the service Swisscom blue TV (App) ("Service") of Swisscom (Switzerland) Ltd ("Swisscom") in its versions Swisscom blue TV Companion and Swisscom blue TV Air. By using or installing the Service, the Customer accepts the provisions of these Terms and Conditions of Use.

### 2 Common provisions of Swisscom blue TV Companion and Swisscom blue TV Air

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#### 2.1 Availability

Swisscom blue TV (App) is aimed exclusively at natural and legal persons with domicile or registered office in Switzerland.

#### 2.2 Providing streaming content

By means of Swisscom blue TV (App), Swisscom makes streaming content available over the World Wide Web (blue TV Web, hereinafter "web application") or through an application ("blue TV App").

#### 2.3 blue TV App

If the Customer purchases the service in the iTunes Store or another app store, he/she hereby confirms that he/she additionally accepts all legal provisions relating to the purchase of the application of the respective provider (e.g. iTunes Store, Google Play Store, Samsung Smart TV app store). With regard to the use of the blue TV App downloaded in the app store, only a contractual relationship shall be established between the Customer and Swisscom. Notwithstanding the absence of a contractual agreement between the Customer and the online provider in relation to the blue TV App purchased, the Customer hereby grants the applicable app store the right to enforce the provisions of these Terms and Conditions of Use in court if necessary.

With respect to the blue TV App, the Customer is granted a non-transferable, non-exclusive right to use the app he/she purchased on devices that belong to him/her or over which he/she holds the right of disposal. The Customer shall be liable for breaches of rights by the Customer and corresponding claims by third parties. If an action is brought against Swisscom or an app store, the Customer shall indemnify Swisscom and the app store from any third-party claims.

This software is subject to the export control regulations and other laws of the USA and may not be exported, re-exported, or transferred to certain countries (namely Cuba, Iran, North Korea, Sudan, Syria and the Crimea Region of Ukraine) or to persons or legal entities who are prohibited from receiving export goods from the USA (including those listed (a) in the Denied Persons List or Denied Entity List of the Bureau of Industry and Security and (b) in the List of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control).

#### 2.4 General scope of services

The blue TV App and the web application provide mobile access to streaming content. The scope of the service depends on the particular type of service and whether the service is received via the web application or the blue TV App. Up-to-date information can be found at [www.swisscom.ch/tvair](http://www.swisscom.ch/tvair). Furthermore, receiving the service depends on the respective end device, the network access used and – in the case of the blue TV App – the app store used (iTunes App Store, Google Play Store or other online providers).

#### 2.5 Guarantee

Swisscom blue TV (App) is provided and delivered "as is." Swisscom strives to ensure a high availability of Swisscom blue TV (App) but cannot guarantee its uninterrupted and trouble-free operation. User restrictions may result in particular from simultaneous use of the service and other use of broadband

Internet access or from the features of the end device used. The Customer specifically acknowledges that the use of streaming offers depends on both the subscribed download speed and the download speed currently available at the location. Impairments and disruptions caused by the installation or application of the blue TV App or the web application cannot be ruled out. The warranty of availability, quality, operation, etc. and the support for Internet access are governed by the Customer's Internet access contract.

#### 2.6 Support

If the Customer requires support for Swisscom blue TV (App), he/she may contact Swisscom directly by calling 0800 800 800. The applicable opening hours can be viewed at [www.swisscom.ch](http://www.swisscom.ch). Support for the blue TV App is provided exclusively through Swisscom, i.e. not through the iTunes App Store or other online providers.

#### 2.7 Requirements and obligations on the part of the Customer

The Customer shall be responsible for procuring and installing functional end devices and all connections required for Swisscom blue TV (App). The device and system requirements for the service are available at [www.swisscom.ch/tvair](http://www.swisscom.ch/tvair). These requirements are subject to change at any time.

The Customer is advised to back up his/her data.

#### 2.8 Contractual use

**Swisscom blue TV (App), regardless of the reception device utilised, may only be used for private purposes and under no circumstances for commercial or business purposes.** In particular, the reception and use of Swisscom blue TV (app) in public areas, e.g. cafés, restaurants, hotels, cinemas, theatres or shop windows, and the rental and recording of programmes or parts of programmes for use outside the private sphere are not permitted.

#### 2.9 Data protection

The processing of personal data is governed by the General Privacy Policy ("GPP") and the Online Data Protection Statement of Swisscom (<https://www.swisscom.ch/en/residential/legal-information.html>). Data processing is also carried out using services provided by partners abroad in Europe.

Swisscom also transfers data from the use of Swisscom blue TV (App) to its systems. The Customer has the following rights to object to these usage data:

- To the extent that these data are processed for marketing purposes or for "smart data", the right to object shall be governed by Section 3.3 and Section 5 of the GPP.
- If the data are processed for the purpose of creating suitable features and personal recommendations for the Customer and displaying them on the end device used by the Customer for Swisscom blue TV (App), the Customer may deactivate and reactivate this processing at any time in the App Client or Web Client. Even in the event of deactivation, the display of impersonal recommendations or advertisements for Swisscom and/or third parties' products on the Customer's end device remains permitted.
- To the extent that Swisscom passes on data to third parties, such as Mediapulse, so that the latter may process these data in anonymised form for statistical purposes in the area of usage research, the Customer may deactivate and reactivate this disclosure at any time.

### 3 Swisscom blue TV Companion

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#### 3.1 General provisions

If the Customer purchases the Swisscom blue TV service from Swisscom, Swisscom blue TV (App) is automatically an integral part of it ("Swisscom blue TV Companion"). In this case, these Terms and Conditions of Use shall



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apply in addition to the “General Terms and Conditions for Services and the “Special Conditions TV” of Swisscom and shall take precedence over them in the event of any discrepancies.

### 3.2 Services of Swisscom

The Swisscom blue TV Companion enables the majority of Swisscom services and features available via a Swisscom TV Box (e.g. Replay, Recording and Live Pause feature) to also be received by other types of devices, such as TV screens, smart TVs, PC screens (via web application) or mobile devices (via blue TV App) in Switzerland.

This may however be subject to additional requirements (e.g. appropriate smart TV, streaming-capable smartphones). Some features are not available (e.g. language assistant) or are limited (e.g. UHD).

Furthermore, services of Teleclub Ltd (hereinafter “Teleclub”) may also be purchased, but not apps from third-party providers.

The services available for each type of reception can be found on [www.swisscom.ch/tvair](http://www.swisscom.ch/tvair).

### 3.3 Costs

#### • Monthly fees

As Swisscom blue TV Companion is included in the Swisscom blue TV subscription, no additional monthly fees will be charged. If monthly costs arise for additional or third-party services, the Customer shall be informed in advance.

#### • Fees for data traffic

When using Swisscom blue TV Companion, data traffic occurs, which is invoiced in accordance with the respective contractual relationship of the device utilised. If a customer receives Swisscom blue TV Companion via networks of third-party providers, any data-traffic costs shall be determined in accordance with the contractual relationship with the third-party provider.

Where Swisscom blue TV Companion is used abroad (e.g. for viewing recordings), the terms and conditions of the underlying mobile telephone service offer shall prevail for data traffic. Where data roaming charges may be incurred, it is recommended that Swisscom blue TV Companion only be utilised via free Wi-Fi.

#### • On-demand prices

The prices of on-demand services (e.g. film or sports offers) may vary at any time. The relevant current prices published by Swisscom and Teleclub on [www.swisscom.ch/tv](http://www.swisscom.ch/tv) shall prevail. They are indicated before the relevant item is purchased.

The fees for Teleclub’s services purchased by the customers shall be invoiced to the Customer by Swisscom in the name and on behalf of Teleclub.

### 3.4 Cancellation

Swisscom blue TV Companion is an integral part of Swisscom blue TV and cannot be cancelled separately. The Customer may deactivate Swisscom blue TV Companion without affecting the monthly fees for Swisscom blue TV.

## 4 Swisscom blue TV Air

### 4.1 General provisions

Swisscom blue TV Air is also available to persons for whom the requirements for Swisscom blue TV Companion (Section 3.1) are not met. Swisscom blue TV Air offers both free and fee-based versions.

### 4.2 Services of Swisscom

Swisscom blue TV Air enables the reception of television programmes on smart TVs, on the set-top box of selected third-party providers, on PC screens (via web application) or streaming mobile devices in Switzerland.

The available programmes are available at [www.swisscom.ch/tv](http://www.swisscom.ch/tv). **Swisscom reserves the right to change the available programmes at any time.** The range of local programmes depends on the location and device.

The fee-based version includes additional features, such as recordings and Replay TV. The Customer’s recordings are not stored locally but on servers in Switzerland. The record function is limited to a certain total duration (see [www.swisscom.ch/tv](http://www.swisscom.ch/tv)).

In addition, selected services from Teleclub may be purchased. In such a case, the Customer must conclude a separate contract with Teleclub. The then current contractual terms and conditions of Teleclub, which are published on [www.swisscom.ch/en/residential/legal-information.html](http://www.swisscom.ch/en/residential/legal-information.html) shall prevail.

The services available for each type of reception can be found on [www.swisscom.ch/tvair](http://www.swisscom.ch/tvair).

### 4.3 Requirements and obligations of the Customer

Receiving Swisscom blue TV Air requires a Swisscom login and requires Internet access, which is not an integral part of this contract.

The free version of Swisscom blue TV Air is financed through advertising revenue. The Customer agrees that advertising shall be activated during the use of Swisscom blue TV Air and that the Customer may not prohibit the delivery of advertising.

### 4.4 Costs

The fee-based version of Swisscom blue TV Air carries monthly fees, the amount of which can be found at [www.swisscom.ch/tv](http://www.swisscom.ch/tv). In all other respects, the same provisions apply as for Swisscom Blue TV Companion (Section 3.3).

### 4.5 Payment and default

If the Customer has not paid the invoice in full by the due date or has objected to it in writing and stated the reasons for his/her objections, he/she shall automatically be in default, and Swisscom may suspend the provision of all services for Swisscom blue TV Air, take additional measures to prevent further losses and/or terminate the contract without notice or compensation.

The Customer shall bear all costs incurred by Swisscom as a result of his/her default in payment. In particular, the Customer must pay Swisscom default interest of 5%, along with a fee of CHF 30.00 per reminder. Swisscom may engage third parties at any time for the purpose of debt collection. The Customer must pay minimum fees directly to the third party engaged for this purpose and must also compensate it for its individual costs and expenses necessary to collect the debt. Details are available at [www.swisscom.ch/debt-collection](http://www.swisscom.ch/debt-collection).

### 4.6 Liability

Liability for simple negligence is excluded. Swisscom shall not under any circumstances be liable for possible losses incurred by the Customer as a result of any loss of data or software programs not backed up by the Customer. Swisscom cannot be held liable for faults, interruptions, user restrictions, misuse or damage by third parties, security deficiencies in the telecommunications network and/or the Internet.

Swisscom and its suppliers shall not be liable for the accuracy, completeness, currentness, legality or availability of content created by third parties, available from third parties or made available through Swisscom blue TV Air.

Liability for loss of recordings is excluded to the extent permitted by law.

Swisscom disclaims any warranty for any and all other services and apps that the Customer purchases from third-party providers and assumes no liability for them.

Swisscom shall not be liable if the provision of the service is temporarily interrupted, limited or impossible, in whole or in part, because of force majeure. Force majeure includes in particular power outages and the occurrence of malware (e.g. virus attacks).



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### 4.7 Amendments

#### Changes in prices and services

Swisscom reserves the right to adapt Swisscom blue TV Air at any time, in particular to restrict, expand or otherwise modify the range of available programmes at any time.

Swisscom shall notify the Customer of any changes in an appropriate manner (e.g. on the invoice or by e-mail). If Swisscom increases its prices such that they lead to a higher overall burden on the Customer, or if Swisscom blue TV Air changes significantly to the detriment of the Customer, Swisscom shall inform the Customer sufficiently in advance, and the Customer may, up until the date the changes becomes effective, cancel Swisscom blue TV Air early without any financial consequences. **If the Customer fails to do so, he/she is deemed to have accepted the changes.**

**The following changes shall not entitle the Customer to cancel the Contract:**

- Removal of individual receivable programmes
- Price adjustments due to changes in rates of charges (e.g. increase in value-added tax or copyright fees), as well as price increases by third-party providers

#### Changes to the Terms and Conditions of Use

Swisscom reserves the right to amend the Terms and Conditions of Use at any time. Swisscom shall inform the Customer in advance and in an appropriate manner (e.g. on the invoice or by email) concerning any changes to the Terms and Conditions of Use. If the changes are to the detriment of the Customer, Swisscom shall inform him/her sufficiently in advance, and the Customer may, up until the date the changes become effective, terminate the contract with Swisscom early without any financial consequences. **If the Customer fails to do so, he/she is deemed to have accepted the changes.**

### 4.8 Discontinuation

The Customer shall not be entitled to a specific design or to the retention of Swisscom blue TV Air. **Swisscom shall be entitled to discontinue Swisscom blue TV Air, in whole or in part, at any time.**

### 4.9 Entry into force, duration and termination

Swisscom blue TV Air itself does not have a minimum subscription period. However, if an additional service (e.g. from Teleclub) has a minimum period, Swisscom blue TV Air may not be cancelled separately during this minimum period. The consequences of early cancellation of the additional service shall be determined upon conclusion of the contract for the additional service.

A change between a fee-based and a free version of Swisscom blue TV Air is possible at any time, even during the minimum period of an additional service.

If no minimum period of service is provided, either party may cancel Swisscom blue TV Air at the end of any month.

**If the free version of Swisscom blue TV Air is not used for at least two months, this shall constitute cancellation of the service. In this case, Swisscom blue TV Air shall be deleted at the end of the following month.**

The Customer may reactivate Swisscom blue TV Air at any time.

### 4.10 Jurisdiction and applicable law

The contract shall be governed by Swiss law. **The place of jurisdiction is Bern**, mandatory places of jurisdiction reserved (see specifically Art. 32 and 35 of the Code of Civil Procedure (ZPO) for consumers).