

General Terms and Conditions of Kabelio

1. General information

Kabelio AG, Churerstrasse 135, 8808 Pfäffikon SZ, Switzerland (hereinafter referred to as: "Kabelio"), aims at re-broadcasting of TV programmes in Switzerland, in aggregated/bundled and signal-protected form (hereinafter referred to as: "offer of channels") via satellite connections, according to the definition of a telecommunications service in Switzerland. Kabelio offers consumers (hereinafter referred to as: "customer") an access to its aggregated offers of channels (hereinafter referred to as: "services").

These General Terms and Conditions (hereinafter referred to as: "GTC") apply to customers, who use the services from Kabelio.

2. Services

2.1. Services offered

Kabelio will provide the offer of channels for the customer. The services will be available through terminals, which are compatible with the "Kabelio access module" or the "Kabelio satellite receiver" (a list of compatible terminals is available on www.kabelio.ch).

2.2. Service contents

The contents of the services will be at the sole discretion of Kabelio. Scope and composition of the offer of channels may change during the term the contract. Kabelio will reserve the right to expand, restrict or change the offer of channels any time in any other way.

Kabelio will not be responsible for the editorial content of the TV programmes included in the offer of channels, which are included in its services.

2.3. Service quality

Kabelio strives to provide its services with the best possible technical quality. Since the technical quality of the services depends on factors that cannot be influenced by Kabelio, Kabelio can, by no means, guarantee a certain technical quality on the customer's terminal. Kabelio exclusively guarantees the technical access to the decrypted reception of the encrypted offer of channels.

2.4. Service interruptions

Kabelio will be entitled to carry out maintenance and servicing work on its technical installations without further notice in order to maintain or improve the services. In this maintenance window, there may be interruptions or impairments of the services. Warranty rights will explicitly be ruled out in the event of such interruptions or impairments.

3. Access prerequisites

3.1. Internet connection

For the use of the services, the customer will require an access to the website www.kabelio.ch. The access to the Internet and the related costs must be borne by the customer.

3.2. System requirements / Terminals

Prerequisite for using the service will be a satellite reception system for the technical reception of the TV channels broadcast via the HOTBIRD 13° east satellite, a TV device

with built-in satellite reception and CI+ slot or a satellite receiver with CI+ slot (hereinafter referred to as: "reception technology") as well as a CI+ module or a satellite receiver with integrated decryption function to decrypt the access-protected offers of channels (hereinafter referred to as: "decryption technology"). The decryption technology suitable for receiving the services will be offered in online shops as well as in the stationary trade under the name "Kabelio access module" or "Kabelio satellite receiver". The customer must purchase the reception and decryption technology separately and at own costs; it will not be part of the services.

3.3. Registration and minimum age

The customer must register on www.kabelio.ch mainly with his/her e-mail address and a password, so that he/she can use the services (hereinafter referred to as: "customer account"). Only persons of full age with domicile in Switzerland will be entitled to open a customer account and to use the services.

For security and data protection reasons, the customer is advised to change his/her password on the website www.kabelio.ch regularly. In no case may the password be disclosed to third parties.

3.4. Access restrictions

Kabelio can restrict access to the services in order to:

- a.) comply with statutory regulations or official orders, and/or;
- b.) avoid serious disturbances in the services.

4. Obligations of the customer

4.1 Copyright protection

The contents available through the services will be protected by law, particularly with copyrights. The contents may be used only for purposes expressly authorised in these GTC and will be meant exclusively for private use. Any other use of the contents, particularly copying, renting, leasing, encrypted or unencrypted forwarding to third parties, commercial sharing of the access to the contents and public showing (e.g. in restaurants, in common rooms, at the cinema, at club events or schools) will be exclusively prohibited, unless this is permissible in the individual case on the basis of legal exceptions.

The customer will be responsible for the contractual use of his/her customer account even if the use takes place through third parties.

4.2 Local area of use

The contents may only be used within the territory of the Swiss Confederation.

4.3 Protection of minors

The customer will be obligated to and will guarantee to take appropriate measures that ensure that minors are not provided access to services; in particular, he/she must protect his/her customer account data accordingly.

4.4 Customer account

The customer will receive personal access data for his/her customer account from Kabelio. This data must be kept confidential and may not be made accessible to third parties. In order to exclude a misuse of the access data, the customer must keep it safe.

In the event of a misuse of the user data, be it by the customer or by third parties, Kabelio will reserve the right to block the corresponding account immediately and, if need be, delete it as well as to block the user access immediately.

Kabelio will reserve the right to delete user accounts without prior notice in case of long periods of non-commissioning or non-use of the services.

The customer must immediately notify a change in the personal data (payment mode, address, e-mail address and telephone number) to be provided during the conclusion of the contract occurring after the conclusion of the contract.

4.5 Responsibility, claims for compensation and indemnity

The customer will be responsible for the contractual use of the services. This will apply even when third parties use his/her customer account.

In case of violations of regulations of these GTC, particularly of no. 4.1 and no. 4.2, Kabelio will reserve the right to take legal action. The unauthorised use of the contents will be expressly prohibited and may lead to claims for compensation in favour of Kabelio.

The customer will indemnify Kabelio fully if he/she has used or still uses the contents without permission and Kabelio is held responsible for this.

In any case, Kabelio will be entitled to block the access to the services with immediate effect in the event of a violation of the regulations of this contract.

5. Free use

5.1. Conclusion of the contract

The purchase of the “Kabelio access module” or the “Kabelio satellite receiver” via Kabelio or one of its sales partners will include the right to use the services for free for a certain duration.

5.2. Commencement of the contract

The customer will get the free access when he/she registers according to no. 3.3 above and activates the free access by specifying the Kabelio card number. The “Kabelio card number” is printed on the “Kabelio access module” or the “Kabelio satellite receiver”.

5.3. Term of the contract

The free use period is specified on the packaging of the “Kabelio access module” or the “Kabelio satellite receiver”.

5.4. Term of the contract and termination

After the expiry of the free use period, the contractual relationship between the customer and Kabelio will end, i.e. the contract will not be extended automatically. The termination of the contract for a compelling reason will remain reserved. A compelling reason will exist particularly if the customer violates the regulations of these GTC.

6. Paid use

6.1. Conclusion of the contract

After the expiry of the free use period, the customer can extend the services by extending the access via the Kabelio website or upon purchasing a voucher with access codes. The extension will authorise for use for a fixed term of contract (e.g. 3 months, 6 months, 12 months).

6.2. Purchase of a right of access extension

The customer can purchase the right of access extension in his/her customer account on www.kabelio.ch, in online shops as well as in the stationary trade in the form of vouchers or via other sales channels at the respective price for the respective use period.

If the right of access extension is purchased via the Kabelio website www.kabelio.ch, the customer will be offered various payment methods, particularly payment by credit card, PostFinance and PayPal. Kabelio will be free to offer new payment methods.

6.3. Commencement of the contract

The paid access to the services will be enabled when the customer enters the access code in his/her customer account or purchases the extension in his/her customer account. As a result, he/she will activate the fixed term of contract of the paid usage access.

6.4. Term of the contract and termination

After the expiry of the use period purchased with the right of access extension, the paid contract between the customer and Kabelio will end. Termination for a compelling reason will remain reserved. A compelling reason will exist particularly if the customer violates the regulations of these GTC. In the event of an immediate termination of the contract for a compelling reason, the customer will not be entitled to full or partial reimbursement of the purchase price paid for the access code.

7. Liability for service disturbances

7.1. Exclusion of liability in case of negligible service disturbances

Kabelio will be liable for access disturbances of the services or their provision only if the disturbance is to be assessed as more than negligible in proportion to the total contract performance. The following service disturbances will be considered negligible in this sense:

- a.) which do not lead to a complete failure of services;
- b.) which last not more than 14 days in case of a full failure of the services or last uninterruptedly for 30 days in case of force majeure.

In case of negligible service disturbances, the term of the contract will not be extended by the period of interruption.

7.2. Exclusion of liability in case of service disturbance caused by the customer, third parties, force majeure or maintenance and servicing work

In no event will Kabelio be liable for service disturbances:

- a.) if these are caused by the customer himself/herself, e.g. because he/she does not meet his/her obligations according to no. 3 above;
- b.) which are attributable to third parties, e.g. in case of a broadcasting failure of a TV programme included in the services;
- c.) which are caused by force majeure, i.e. circumstances that are not within the sphere of influence of Kabelio. These are, for example, fires, earthquakes and other natural disasters that can interfere with the services;
- d.) which are caused by necessary maintenance and servicing work on technical installations in order to maintain or improve the services.

7.3. General exclusion of liability

As far as this is legally permissible, Kabelio will exclude any liability that goes beyond the extent mentioned in no. 7.1. In particular, the liability for simple negligence will be excluded.

8. Data protection

Within the framework of the contractual relationship with the customer, customer data will have to be processed and stored (personal details, address, telephone number, e-mail, etc.) in order to be able to provide the services. Kabelio will treat this customer data carefully and confidentially and comply with the data protection standards that are applicable pursuant to the Swiss law.

The obligation for confidential treatment will however apply neither for information that is publicly accessible or already known, nor for such information that is obtained by third parties apparently or legally without any action on the part of the information recipient.

The customer will authorise Kabelio to disclose customer data to third parties such as suppliers, affiliated companies, service organisations, sub-contractors, credit institutions in Switzerland or abroad. For the purpose of processing and further development of its services, particularly to check the creditworthiness, for billing purposes, for service improvement or for communication purposes. Any other kind of disclosure or a sale of the customer data to third parties will not take place, unless this is necessary to process a contract made by the customer with Kabelio or unless the customer has given explicit consent. Legal information obligations will remain reserved.

Kabelio operates secure data networks and takes all reasonable precautions to protect the customer data against loss, manipulation or unauthorised access. Kabelio can however assume no liability for such adverse events.

9. Contract modifications

Kabelio can modify these GTC, product descriptions and service descriptions with a notice period of 4 weeks if the modification is reasonable for the customer under consideration of Kabelio's interests. The modification authority will not apply for essential regulations of the contractual relationship, particularly the type and extent of the agreed mutual performances and the term.

If the customer does not object to the modification within the deadline set by Kabelio, the modification will be deemed approved. Kabelio will make the customer aware of this fact in the modification notification.

10. Severability clause

If a competent authority considers one or several regulations of these GTC void or ineffective in a decision, the binding character of the remaining regulations will remain unaffected by this. In this case, Kabelio will replace the void or ineffective regulations with economically most equivalent, lawful regulations.

11. Legal domicile

The contractual relationship between the parties will be governed exclusively by the Swiss law. The parties agree upon the headquarters of Kabelio as legal domicile for any disputes, unless it is a consumer contract pursuant to art. 32 of the Swiss Code of Civil Procedure (ZPO, SR 272). Kabelio will be entitled to sue the customer at his/her place of residence.