

1. General

The purchase of «blue TV for Business customers» requires the purchase of one of the following products (hereinafter «Basic Product») with at least one Internet access from Swisscom: Smart Business Connect, inOne KMU Office or Enterprise Connect.

The «Special Conditions blue TV for Business customers» («SC TV») of Swisscom (Switzerland) Ltd («Swisscom») shall apply to the TV services blue TV Public, blue TV Host and blue TV Host advanced (hereafter referred to collectively as «blue TV») in addition to the contractual documents for the Basic Product (in particular, the «Swisscom General Terms and Conditions for Business customers» («GTC»), available at www.swisscom.ch/b2b-legal) and shall take precedence over the latter in the event of contradictions.

2. Services of Swisscom

2.1. Scope of services

blue TV enables the customer to receive television programmes («programmes») over the Internet and play them via the Swisscom TV-Box or, alternatively, via the TV app for Business customers. Mixed operation of the Swisscom TV-Box and TV app for Business customers requires a dedicated Internet connection in each case. blue TV also provides various additional services and functionalities. These can be viewed at <https://www.swisscom.ch/en/business/sme/internet-fixednetwork-television/tv-systeme.html>.

For licensing and copyright reasons, certain functions (e.g. Replay) and content are only available to private users for their personal use, but not for other applications outside the narrow personal, private user group.

The availability of the individual components of blue TV as well as additional services and functionalities depends on the selected service package, the version of the Swisscom TV-Box or TV app for Business customers, the respective end devices and the network access used.

2.2. Programmes

The programmes included in the service package selected by the customer are available at <https://www.swisscom.ch/en/business/sme/internet-fixednetwork-television/tv-systeme/channel-lists.html>. Swisscom reserves the right to change the available programmes at any time. The discontinuation of individual programmes shall not entitle the customer to cancel blue TV or options. The range of local programmes depends on the location and device. The reception of certain channels, in particular HD and UHD channels, also depends on the customer's connection speed.

2.3. Free radio option

blue TV customers can subscribe to the radio option free of charge. This enables radio programmes to be received via the Swisscom TV-Box. Swisscom is at liberty to change the available radio programmes at any time. The discontinuation of radio programmes does not entitle the customer to cancel blue TV.

If a subscribed radio option is not used for 90 days, Swisscom shall be entitled to deactivate it so that the customer can no longer receive radio programmes via the Swisscom TV-Box. The customer may re-subscribe to the radio option free of charge at any time.

2.4. Info channel

blue TV business, blue TV Host and blue TV Host advanced enable the addition of a welcome screen («info channel»). The «info channel» extension includes the initial design and setup of the customer-specific welcome screen, taking into account the information provided by the customer, as well as one-off training of the customer on its use. Swisscom may involve third parties for the service provision, in particular for training, updates and support, and commission them to perform implementation.

2.5. Digital guest folder/resident support

Swisscom enables the blue TV business services to be expanded with an app on mobile devices («digital guest folder/resident support»).

The «digital guest folder/resident support» extension includes the initial design and provision of the app for the Google Android and Apple iOS mobile operating systems, taking into account the information provided by the customer, as well as one-off training of the customer in its use. Swisscom may involve third parties for the service provision, in particular for training, updates and support, and commission them to perform implementation.

2.6. In-house Channel

When delivered via the TV-Box with the In-house Channel, blue TV Host and blue TV business enable live broadcasts on the customer's premises (e.g. an event in a care home or hotel). For this purpose, Swisscom shall provide the customer with a dedicated broadcast space. To use the In-house Channel, the customer must purchase hardware (e.g. camera) and software at their own expense in accordance with Swisscom's specifications. Installation shall take place at the customer's expense. Use of the In-house Channel is included in the blue TV Host and blue TV business monthly

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charges. In-house Channel cannot be received via the TV app for Business customers.

2.7. Other services and apps

For any other services and apps, the respective current prices and fees published at www.swisscom.ch/tv shall apply. If such a service originates from a third-party provider, the customer shall conclude the contract with that third-party provider, and its contractual terms and conditions shall apply.

The contractual terms and conditions of the respective app provider apply to the apps made available on blue TV. Those terms and conditions also govern the processing of the customer's data in relation to this app.

The fees for the other services and apps may be charged to the customer by Swisscom in the name and on behalf of the corresponding third-party provider. Price increases affecting these services shall not give rise to a right of termination for the service package purchased from Swisscom that includes blue TV.

At its own discretion, Swisscom may also provide functions and content for customer facilities in which natural persons establish their permanent residence (e.g. residential and care homes, but not hotels), which, for copyright and licensing reasons in particular, may only be made available to private individuals for their personal use, such as the replay function. **Such functions or content may, without exception, only be recorded privately in the immediate personal environment of the natural persons who have been registered by the customer and provided by name to Swisscom by the residential and care home. Under no circumstances may these functions or content be used commercially in any way or made available to third parties in any other way.** In particular, the reception and use of additionally provided functions and/or content in publicly accessible spaces (e.g. cafés, restaurants, hotels, cinemas, theatres or in shop windows) and the rental or recording of programme parts for use outside of the private, personal environment is prohibited.

The customer guarantees that the relevant functions and/or content will only be used by the natural person registered by them in the Swisscom Customer Center for their private, personal use and shall take all appropriate and necessary measures to ensure this. Within the scope of this warranty, the customer shall in particular ensure that the natural person in question is correctly reported to Swisscom when ordering the paid additional options such as the replay function. Breach of this warranty constitutes an important ground for contract termination for Swisscom and obliges the customer to indemnify Swisscom and the rights-holders whose rights have been infringed or their representatives.

2.8. Installation

The necessary technical infrastructure shall be installed by the customer directly or at the customer's request by an authorised third-party company («Swisscom Partner»).

3. Customer obligations

3.1. Digital socket, service package on internet-based connection

Normally, the installation of a digital socket is required. The installation of such a socket shall be done by a service technician. Where no digital socket is necessary, Swisscom shall notify the customer of this and of how to proceed further. Liability for any damage that may arise from the installation of the digital socket shall be excluded to the extent permitted by law. In order for the services to be performed, the customer's devices must be powered. The customer shall be responsible for this.

The purchase of blue TV requires an Internet-based connection and an associated Swisscom service package and a Swisscom TV-Box or use of the TV app for Business customers, which may also be provided on a selection of special hospitality TVs at the discretion of the respective device manufacturer (but not in the publicly accessible Apple or Google Store). The customer is responsible for ensuring that the owner of the internet connection, if it is not the same as the customer, consents to use of it.

3.2. Installation and deinstallation

If the customer waives the Swisscom Partner's offer of home installation, the customer shall be responsible for performing the installation. At the end of the period of use, the customer shall be responsible for deinstallation of Swisscom's TV equipment and shall bear the relevant costs.

3.3. Use; payment of third-party fees

blue TV for Business customers may be used privately or commercially. A prerequisite for the purchase of blue TV for Business customers is that the customer and the use of this product fall under the Common Tariffs 3a (CT3a). If these prerequisites are not or no longer met, Swisscom may terminate the contract without notice and without compensation. Specific copyright fees pursuant to CT3a shall be owed for the use of blue TV for Business customers, separately from the usual radio and television fees. Further information is available on the homepage of SUISA (the

responsible collecting society). The customer is responsible for correctly reporting and billing these fees to SUISA.

3.4. Protection of minors

The customer can disable - on its own responsibility - the measures taken by Swisscom for the protection of young people, some of which are pre-installed.

4. Device and system requirements

4.1. General

The customer shall be responsible for the procurement, installation and up-to-dateness of functional end devices for the duration of service. The applicable device and system requirements can be viewed at www.swisscom.ch/tv. The customer is not entitled to a specific or permanent configuration of the infrastructure for the provision or reception of the services.

4.2. Swisscom TV-Box

The Swisscom TV-Box must be purchased by the customer and will thus become their property. Swisscom's warranty services for the Swisscom TV-Box will depend on the enclosed warranty certificate, delivery note or sales receipt.

Should Swisscom supply a Swisscom TV-Box free of charge, Swisscom reserves the right to provide devices that are as good as new (i.e. not brand new).

Voice control is possible via the remote control of the Box. More information and the applicable provisions can be found in the Swisscom blue TV Menu and on www.swisscom.ch/tv.

When exporting the Swisscom TV-Box, the purchaser/owner must observe all applicable domestic and foreign export control legislation and any embargo and sanction regulations.

Functions such as Replay and blue Sport are not available via the Swisscom TV-Box Business customers.

4.3. TV app for Business customers

The Swisscom TV app can be made available to Business customers on a selection of hospitality TV devices specially designed for commercial use. As an alternative to the Swisscom TV-Box, it allows the reception and play of TV programmes intended for this purpose. Swisscom does not guarantee that such provision will be permanent, in particular that the functionality of the Swisscom TV app for Business customers will continue to be available or will function without restriction in the event of updates to the operating software of the respective hospitality TV device.

Services from blue Entertainment AG (hereinafter «blue») such as blue Sport can also be obtained via the TV app for Business customers, but not apps from third-party providers.

Functions such as the In-house Channel are not available via the TV app for Business customers.

4.4. Specific requirements and recommendations for blue TV

In order for blue TV to be provided to Business customers, the following requirements must be met:

- Sufficient LAN cabling available
- Purchase of a Basic Product, as referred to in Section 1

5. Intellectual property rights

5.1. General

All software is protected by copyright. For the duration of the Agreement, Swisscom or its suppliers shall grant the customer a limited, non-exclusive, non-transferable, revocable and non-sublicensable licence for the exclusive use of the software for blue TV with the delivered hardware. All rights to the software shall remain fully vested in Swisscom or its suppliers, as the case may be. Swisscom and its suppliers do not warrant the uninterrupted or disruption-free operation of the software.

The customer must not modify, adapt, translate, reverse-engineer, decompile, disassemble or derive any other work from the software licensed by Swisscom or its suppliers. The customer must not reproduce the software or allow access to the software through a public computer forum or allow dissemination through shareware. Swisscom or its suppliers, as the case may be, may withdraw the licence at any time if the customer breaches this provision. The customer shall be liable for breaches of the licence terms and corresponding claims from third parties. If Swisscom or its suppliers are sued, the customer shall hold Swisscom or its suppliers harmless against any third-party claims.

5.2. Liability

In addition to the liability provisions of the GTC, liability for damages arising from the software of suppliers for slight and medium negligence is completely excluded.

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5.3. Open-source software

Firmware incorporated into this product may contain third-party copyrighted software components that have been licensed under open-source licence agreements («open-source software») and do not fall under Swisscom's terms and conditions of use. Open-source software is provided, to the extent permitted by law, without any warranty whatsoever, and Swisscom assumes no liability for it. More information about the open-source software used and the corresponding licences can be found at www.swisscom.ch/opensource. By using this product, the customer agrees to the licence terms of the open-source software.

6. Data protection

For data processing, reference is made to the provisions of the General Terms and Conditions for Services of Swisscom (Switzerland) Ltd. Swisscom transmits data from the use of blue TV to its systems. The customer has a right to object to the processing of these usage data for marketing purposes.

With regard to the processing of data from the router and the Swisscom TV-Box, reference is made to Sections 2.3, 5.4 and 5.5 of the «Special Conditions Internet» for Business customers.

For the voice assistant available via remote control, detailed information is provided during activation.

If the customer acquires a blue Entertainment AG product (e.g. Sportsbar), Swisscom shall be entitled to pass on customer data (including usage data) pertaining to blue TV to blue Entertainment Ltd, which may use the received data for its own marketing and advertising purposes.

7. Warranty and liability

For blue TV, Swisscom provides a Swisscom TV-Box specifically designed for this purpose. In order to obtain blue TV through devices other than the Swisscom TV-Box, third-party providers shall provide hardware and software to play the programmes and recordings. Swisscom assumes no liability for this hardware and software in terms of the functionality of blue TV.

If Swisscom's TV and internet services are used at the same time, the performance of the internet services may be temporarily impaired. Swisscom shall not be liable for such impairments of its services.

Swisscom and its suppliers shall not be liable for the accuracy, completeness, up-to-dateness, legality or availability of content created by third parties, available from third parties or made available via blue TV. Liability for loss of recordings shall be excluded as far as permissible by law.

Swisscom disclaims all warranties for the other services and apps that the customer purchases from third-party providers (Section 2.5), and it assumes no liability for them.

8. Duration and termination

The contract is agreed for an unlimited period. Unless otherwise agreed, either party may terminate the contract at the end of any month, subject to a notice period of two (2) months. If a minimum contract term has been agreed (see e.g. Section 2.7.), termination is possible for the first time at the end of the minimum contract term.

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