

1. General

The purchase of «Swisscom blue TV for Business Customers» requires the purchase of one of the following products (hereinafter «Basic Product»): Smart Business Connect, inOne KMU Office or Enterprise Connect.

The «Special Conditions Swisscom blue TV for Business Customers» («SC TV») of Swisscom (Switzerland) Ltd («Swisscom») shall apply to the TV services Swisscom blue TV Public, Swisscom blue TV Host and Swisscom blue TV Host advanced (hereafter referred to collectively as «Swisscom 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. Swisscom services

2.1. Scope of service

Swisscom blue TV enables the customer to receive television programmes («programmes») over the Internet and to play them over the Swisscom TV Box. Swisscom 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>.

The availability of the individual components of Swisscom blue TV and their additional services and functionalities depends on the service package selected, the version of the Swisscom TV Box used, the respective end device as well as 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 Swisscom 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

Swisscom 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 Swisscom 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. Infocommunication channel

Swisscom blue TV Host and Swisscom blue TV Host advanced enable the Swisscom blue TV Host service to be enhanced with a welcome screen («Info Channel»). To be able to use the Info Channel, the customer must complete a training session. Swisscom also offers updates and support for the Info Channel. For training, updates and support, Swisscom engages the «Gastfreund» company to provide the service.

2.5. Inhouse Channel

With the Inhouse Channel, Swisscom blue TV Host enables live broadcasts on the Customer's premises (e.g. events in a retirement home or hotel). For this purpose, Swisscom shall provide the Customer with a dedicated broadcast space. To use the Inhouse Channel, the customer must purchase hardware (e.g. camera) and software in accordance with Swisscom's specifications. Installation shall take place at the customer's expense. Use of the Inhouse Channel is included in the monthly charges of Swisscom blue TV Host.

2.6. 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 apps available on Swisscom blue TV are subject to the contractual terms and conditions of the app provider. 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 which includes Swisscom blue TV.

2.7. 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.

Use of the Swisscom TV service requires an internet-based connection as well as an associated service package from Swisscom and a Swisscom TV Box.

The customer shall be responsible for ensuring that the owner of the internet-based connection, where not the customer, agrees to use by the customer.

3.2. Installation and uninstallation

If the customer waives the Swisscom Partner's offer of home installation, he shall be responsible for performing the installation himself. 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

Swisscom blue TV for Business Customers may be used privately, industrially or commercially.

A prerequisite for the purchase of Swisscom 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 met (any longer), Swisscom may terminate the Agreement without notice and without compensation. Specific copyright fees pursuant to CT3a shall be owed for the use of Swisscom 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

Swisscom's measures for the protection of minors, some of which are preinstalled, may be deactivated by the customer on his own responsibility.

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.

4.2. Swisscom TV Box

The Swisscom TV Box UHD must be purchased by the customer and will thus become his property. Swisscom's warranty services for the Swisscom TV Box UHD 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.

4.3. Specific requirements and recommendations for Swisscom blue TV Host

In order for Swisscom blue TV Host to be provided, the following requirements in particular must be met:

- Sufficient LAN cabling available
 - Purchase of a Basic Product, as referred to in Section 1
- For Swisscom blue TV Host, the purchase of Business Network Services and Managed LAN Services (including switches offered by Swisscom) is also recommended.

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-transferrable, revocable and non-sublicensable licence for the exclusive use of the software for Swisscom 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.

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

6.1. General

For data processing, reference is made to the provisions of the GTC. Swisscom transmits data from the use of Swisscom blue TV to its systems. The customer has a right to object to the processing of these usage data for marketing purposes.

6.2. Swisscom blue TV Public

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

6.3. Swisscom blue TV Host

In the case of the voice assistant (via remote control), the recording and analysis of data are deactivated and may not be activated by the customer.

7. Warranty and liability

For Swisscom blue TV, Swisscom provides a Swisscom TV Box specifically designed for this purpose. In order to obtain Swisscom 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 Swisscom 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 Swisscom blue TV Air.

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 Agreement is for an indefinite period. Unless otherwise agreed, either Party may terminate the Agreement 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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