

SPECIAL PROVISIONS FOR INTERNET, LANDLINE NETWORK AND TV SERVICES



1. SCOPE

These special provisions apply to all Internet, landline network and TV services of Sunrise Communications AG. The type and scope of the contractual services are also regulated by the General Terms and Conditions (GTC), the overview of rates, the regulations in the corresponding contract, as well as the current description of services at www.sunrise.ch. In case of inconsistencies, the Special Provisions shall take precedence over the GTC. Individual offers may also provide for provisions that deviate from these special provisions.

These Special Provisions shall be regarded as accepted by the customer when the relevant services are obtained.

2. INTERNET SERVICES

Sunrise provides customers with access to the Internet. Details about each of the Internet services can be found in the specific description of services.

Sunrise does not guarantee a minimum bandwidth. The stated transmission rates are the best possible performances and cannot be guaranteed. The actual Internet speed depends on, for example, the connection, the distance to the nearest telephone exchange, the quality of the lines or other factors, and may be lower than the stated maximum Internet speed.

The customer acknowledges that simultaneous use of the TV offer and Internet services may impair the scope of the Internet service.

The ability to use WiFi depends on the local conditions at the customer's site. Sunrise assumes no liability in this respect.

3. LANDLINE NETWORK SERVICES

Sunrise provides customers with a connection to the landline telephone network. Details of the individual landline network services can be found in the specific descriptions of services.

Sunrise can charge a connection setup fee in addition to billing for the calling time. Calls abroad, connections within other countries and from other countries, calls to special numbers (e.g. 084x, 090x, 18xx) and value added services may incur additional costs, depending on the subscription. Landline network connections will be charged in minutes.

Different from conventional landline telephony, landline services based on VoIP do not provide the following services, in particular: Remote power supply (in case of a power failure, no connection is available, i.e. emergency calls are not possible) and use of TeleAlarm hardware.

If technically feasible, the telephone number of the caller or the person being called is usually displayed. The customer can suppress call number display permanently or per call. However, suppression of the call number display cannot be guaranteed, especially for connections to a third party network.

4. TV SERVICES

4.1. Landline Network TV

Sunrise enables the customer to access a variety of TV and radio stations via the landline network. Details of the respective services, as well as currently available TV/radio channels can be found in the descriptions of services. The customer is responsible for the procurement and setup of compatible TV terminal hardware.

Sunrise guarantees neither the timeliness nor the accuracy and completeness of information available via the electronic TV Guide.

The availability and scope of Sunrise ComeBackTV depends on the particular TV services and on the individual TV stations that support this function. The list of channels that have the Sunrise ComeBackTV function can be found in the service descriptions.

Sunrise reserves the right to slightly expand or limit the range of channels or individual TV functions (particularly the availability of individual TV and radio channels, HD functions, Sunrise ComeBackTV properties and supported stations, electronic TV Guide, and/or other functions) without this entitling the customer to termination of the contract or a price reduction.

The customer acknowledges that the content provided through the TV services is wholly or in part protected by intellectual property rights. For licensing reasons, channels that are part

of TV comfort and that are not already part of TV start, as well as Live Pause, Recordings and ComeBackTV, may only be used privately and in no case for commercial and/or business purpose. In particular, the reception and use of such stations in publicly accessible areas, particularly in cafés, restaurants, hotels, movie theaters, theaters, shop windows, etc., as well as the rental or recording of program portions for use outside the private sphere are not allowed. Sunrise can, upon request, allow an exception for such use.

4.2. TV Apps (OTT)

Sunrise TV services that can be received via an app are subject to the Terms of Use for TV- Apps.

5. OPTIONS

5.1. General

Options for the aforementioned services include supplementary additional functions and are offered free of charge or are billed as a subscription fee or per service used. The regulations for the corresponding services apply as well. The availability of individual options, depending on the subscription and the scope of its service, can be found in the descriptions of services.

Sunrise reserves the right to expand, limit, cancel or otherwise change options at any time. If a customer has signed up for such an option, such changes will be communicated in advance in suitable form. Section 19 of the GTC applies. The underlying contract is not affected by the discontinuation of an option.

5.2. Additional TV box

The use of an additional TV box depends on the bandwidth of the specific Internet connection. Depending on the bandwidth, if the main TV connection and the additional TV box are used concurrently, TV and Internet services may be adversely affected.

5.3. Content services

Sunrise offers additional fee-based services as options, such as video on demand, Teleclub or additional Pay TV options.

If a customer signs a corresponding contract with a third party, those contractual terms and conditions published in the descriptions of services apply. In such a case, the fees can be invoiced by Sunrise on behalf of the third party. If the third party raises its prices, the customer does not have the right to cancel the TV services.

The customer is herewith notified that Sunrise in principle does not influence the general availability of content, in particular if the signals are disrupted outside of Sunrise's sphere of influence.

5.4. Contract duration for options

Unless otherwise specified in the overview of rates, in the description of services or in the GTC for the fee-based content services, a minimum contract duration of 1 month applies in principle to options. The minimum contract duration for Teleclub, Canal+, foreign language bundles and the additional TV box is 1 year.

Unless otherwise stated in the description of services, options may be terminated daily.

The termination of a service also covers all the options associated with the cancelled services. A termination of an option does not affect the service upon which it is based. If, however, a service that is linked to an option is cancelled and the minimum contract duration has not yet been reached, the customer owes the fees for the option until the expiration of the minimum contract duration. They are due immediately.

6. DISCOUNTS

Certain offers provide for a promotional discount, combination discount or volume discount on the basic fee of the subscription eligible for a discount.

Unless otherwise regulated in the service descriptions or an offer, accumulations of discounts are excluded and discounts are only possible if the services eligible for discounts are shown on the same invoice.

7. SUNRISE HARDWARE

The hardware provided free of charge by Sunrise to the customer, such as TV set-top-boxes, remains the property of Sunrise for the entire contract duration.

Sunrise reserves the right to deliver good-as-new, but not necessarily brand new, hardware. The customer is responsible for the careful use of the hardware. The hardware must not be used for purposes other than the contractual purpose. In particular, opening the hardware and making changes to the software or hardware are prohibited.

Sunrise is entitled to access hardware via the Internet at any time for the purpose of configuration, maintenance, optimization and/or expansion of its services, and to view, modify, update or delete the technical data or software that exists there. Sunrise is not liable for customers' loss of data. This applies in particular if such losses arose as a result of exchanging defective hardware or faulty software, or after performing remote maintenance.

After expiration of the contract duration, the customer is required to return the hardware undamaged to Sunrise within a period of 30 days. If the customer fails to comply with this obligation, the customer must pay Sunrise a compensation of CHF 100 per hardware, independent of the age of that hardware.

8. PURCHASE OF END HARDWARE

A surcharge on top of the subscription fee and associated with the purchase of end hardware is always applicable for 24 months (duration of surcharge). Thereafter, this portion is no longer applies to the subscription fee. If the customer terminates the subscription before the end of the surcharge period, or if the subscription is cancelled by Sunrise due to a customer's breach of contract, the full amount for the remaining surcharge period is due immediately.

If the purchased device, for example a modem, is not part of a Sunrise service offer, the customer is responsible for the functionality and compatibility of their device with the Sunrise infrastructure.

In the event of a device defect, customers can make use of the manufacturer's warranty of 24 months that applies to all devices sold by Sunrise. The warranty claim is determined by the conditions of the manufacturer concerned. **Sunrise excludes all statutory warranty rights.**

9. DEVICE PLAN / INSTALLMENT PAYMENT

If Sunrise and the customer have concluded an installment payment agreement (device plan), the number and amount of the monthly installments and any initial payment shall be specified in the purchase and installment payment agreement. The duration of the installment payment agreement shall be 24 months unless otherwise agreed. The monthly installments will be charged to the bill for the internet contract. The payment terms are governed by section 6 GTC. The installment payment is interest- and charge-free.

A device plan may only be sold in combination with an internet subscription. The installment payment agreement is contingent on the existence of the associated internet subscription. The customer is entitled to pay any outstanding installments at once at any time.

The financed item is the property of the customer. Theft, loss, surrender or transfer of ownership of the item shall not release the customer from the obligation to fulfill the installment payment agreement or from paying the installments.

10. TECHNICAL REQUIREMENTS, INSTALLATION

A connection with Sunrise for landline network and Internet services (min. DSL) is required to operate Sunrise services. The owner of the network connection, unless he/she is the same as the customer, must agree to its use by the customer. The customer is responsible to install and uninstall the hardware and end hardware. Sunrise offers the installation of Sunrise hardware by professionals for a fee. Sunrise will support only hardware that was obtained through Sunrise.

11. RELOCATION

Sunrise invoices the customer with a processing fee for a move or relocation. This fee does not cover the costs of an

electrician on site, which may be incurred as a result of the move.

12. TERMINATION OF NETWORK CONNECTION

Customer's termination of the network connection automatically causes the services received from Sunrise to be terminated.

13. PRODUCT COMBINATIONS

Individual Internet, landline network and TV services are offered in the product groups "Internet", "Landline Network" and "TV" in various versions and can be combined staggered in terms of content and timing, according to the alternatives published in the descriptions of services. The base offer "Internet" is required in order to receive landline network and TV services.

14. MIGRATION OF OLDER PRODUCTS

In principle, the current minimum contract duration is transferred during the migration of older products. Sunrise can provide for exceptions from this; in such cases, the minimum contract duration starts anew.

15. PRODUCT CHANGE

Services in the "Internet", "Landline Network" or "TV" product groups can be changed free of charge during the contract duration.

16. CONTRACT DURATION, CANCELLATION

16.1. Landline network subscription

Services in the "Landline Network" product group with base fee do not have a minimum contract duration and can be changed daily to the landline service without base fee.

16.2. Internet and TV subscription

Services in the Internet and TV product groups each have a separate minimum contract duration of 12 months, unless otherwise provided by contract. Such Services can each be canceled with a 60-day notice period before the end of the minimum contract duration.

If there is no cancellation at the end of the minimum contract duration, then the service concerned will be automatically renewed for an indefinite period, during which the service can be canceled at the end of each month with a 60-day notice period.

If the customer terminates the services in the "Internet" and "TV" product groups before the end of the minimum contract duration, he must pay the monthly recurring base fees through the end of the minimum contract duration for each service that is terminated early. They are due immediately.

16.3. Internet subscription with device plan

The cancellation of an internet subscription without any further liability requires the explicit and simultaneous cancellation of all device plans linked to the cancelled internet subscription. The cancellation notice periods pursuant to section 16.2.

If the customer cancels the internet subscription and the device plan at the same time, then the internet subscription and device plan will both end after the 60-day notice period expires. Any unpaid installments on the device plan at this time are due immediately and must be paid off all at once. If several device plans are associated with the internet subscription, then all the device plans with unpaid installments must be canceled with the internet subscription.

If the customer only cancels the internet subscription and not all installments of the device plan have been paid by the cancellation date, then the cancellation date of the internet subscription will be postponed to the end date of the device plan (that is, 24 months after the item was received). If several device plans are associated with the internet subscription, then the cancellation date of the internet subscription will be postponed to the end date of the most recent device plan. **However, if the customer wishes to cancel the internet subscription immediately, the basic monthly fees for the internet subscription must be paid up to the contractually agreed end date of the most recent device plan**, in which case the device plan is automatically canceled as well. Any unpaid installments on the device plan at this time are due immediately and must be paid off all at once.

16.4. Termination formalities

Termination of an internet, landline network or TV subscription must be done either over the phone (0800 100

600, free of charge within Switzerland) or via Sunrise Chat. Cancellations of subscriptions with a minimum contract duration of twelve months or more may not be submitted earlier than six months prior to end of the contract period. Visit www.sunrise.ch/cancellation for more details.

Terminations submitted in a letter or e-mail are not considered valid. For terminations with phone number porting, written notice of termination will still be accepted as long as the new provider submits it electronically on behalf of the customer within the context of the porting process.

16.5. Further provisions

Furthermore, Section 16 (Ordinary Termination), Section 17 (Termination for an Important Reason) and Section 18 (Early Termination – Consequential Costs) of the GTC shall apply.

17. TERMINATION OF THE DEVICE PLAN

The installment payment agreement (device plan) shall be regarded as terminated if

- a) the customer has paid all outstanding installments, or
- b) Sunrise receives the termination notice from the customer, or
- c) Sunrise terminates the mobile phone contract for an important reason (section 17 GTC), or
- d) Sunrise terminates the installment payment agreement for an important reason (section 17 GTC),
- e) the ownership of an internet contract is changed and the installment payment agreement is not transferred to the new owner.
- f) after expiration of the contractually agreed duration of 24 months, commencing with the receipt of the device (unless another contract duration has been agreed).

In the case of b)–f) above, all outstanding installments shall fall due immediately.

Sunrise proper termination of the purchase and installment payment agreement referenced in the internet contract, as well as the customer's extraordinary termination for a reason for which Sunrise is responsible, does not affect the installment payment agreement.

Sunrise Communications AG
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