

SUNRISE TV TERMS OF USE

GENERAL INFORMATION

These Terms of Use apply to the use of Sunrise TV and to all transactions made by the customer via Sunrise TV. The customer accepts these Terms of Use, the General Terms and Conditions and Special Provisions for Internet/TV from Sunrise («Sunrise General Terms and Conditions») upon logging in for the first time and by using the services. By purchasing Sunrise TV through a third party app store (e.g., Apple, Google), the customer also acknowledges the legal conditions governing the purchase of the application from the respective provider.

Sunrise TV enables TV services to be purchased via an application on mobile or Internet-capable devices. The prices, scope of services and conditions governing duration and cancellation as described in the Sunrise General Terms and Conditions and the Sunrise TV service descriptions apply. The functions available to the customer depend on the version of the application used. Use of certain content available through Sunrise TV may be subject to a minimum age limit. If the customer uses TV services through the mobile network of Sunrise or a third party, then any costs related to data transmission will be calculated according to rules defined in the respective contractual relationship. When using TV services through Wi-Fi or a hotspot, the customer must ensure that the owner of the respective Internet connection approves of this usage, as long as the connection does not belong to the customer themselves. The customer acknowledges that simultaneous use of TV and Internet services may impact the performance of either of the respective services.

Sunrise reserves the right to slightly expand or limit the TV channels or individual TV functions (in particular, the availability of individual TV channels and radio stations, HD functions, Replay TV features and supported channels, electronic TV guides and/or other functions), without giving the customer the right to cancel the contract or justifying a price reduction.

The customer acknowledges that the content made available through the TV services is protected fully or partially by intellectual property law. The customer

acknowledges that the Sunrise TV offers are solely intended for people in Switzerland. For licensing reasons, Live TV services cannot be used outside of Switzerland. The customer agrees not to use these services while abroad. The customer is prohibited from circumventing technical measures, such as geoblocking, that ensure exclusive use within Switzerland. For licensing reasons, Sunrise TV may only be used for private purposes and not for commercial or business purposes. In particular, the reception and use of these types of channels in publicly accessible spaces, particularly in cafés, restaurants, hotels, cinemas, theaters, shop windows, etc. and the rental and recording of parts of programs for use outside the private sphere are not allowed. Sunrise can grant exceptions for these types of use upon request. The customer receives a non-transferable, time-limited right to use Sunrise UPC on a terminal device for the duration of the contract. Further rights are excluded and remain with Sunrise.

The customer is responsible for acquiring, setting up and ensuring that terminal devices are up to date and in good working order during the subscription period. Parental controls come preinstalled on Sunrise TV and can be adjusted by the customer.

OPTIONS, CONTENT SERVICES

Depending on the version of Sunrise TV, Sunrise offers certain options such as Video on Demand, MySports or additional pay TV content. Depending on the option, the customer receives the content from a third party. 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 billed 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 advised that, in principle, Sunrise has no influence over the general availability of the content, particularly in the event of signal disruptions outside of the sphere of influence of Sunrise.

Notice periods and any minimum contract duration for the options arise from the service descriptions or

the General Terms and Conditions of the content services that are subject to charges. Cancellation of the TV service also includes all options associated with the canceled service. The cancellation of an option does not affect the underlying service. However, if a service that is linked to an option is canceled and the minimum contract period of this option has not yet passed, the customer will be liable for the fees for the option until the end of the minimum contract period. These fees will be due immediately.

DATA PROTECTION

When using Sunrise TV, data is collected and processed regarding the customer's preferred programs. The information collected relates to which programs the customer watches and records via the TV channels.

This type of data collection is used to make tailored and automatic recommendations to the customer regarding programs and other content they might like. We will not collect data regarding the customer's preferred programs unless they provide express consent for us to do so when they install Sunrise TV. The customer may revoke their consent at any time.

The Video on Demand (VoD) area records when and which movies are consumed. This is necessary, on the one hand, for billing purposes, as these movies are subject to a charge. On the other hand, it is also necessary from a technical point of view to enable us to deliver the movies. We can use the movies a customer has consumed previously to send them recommendations for other movies they might like.

In addition, the general data protection provisions contained within the Sunrise General Terms and Conditions and UPC General Terms and Conditions ([sunrise.ch/gtc](https://www.sunrise.ch/gtc) and [upc.ch/gtc](https://www.upc.ch/gtc) respectively) and the Sunrise data protection statement ([sunrise.ch/dp](https://www.sunrise.ch/dp)) and UPC data protection statement ([upc.ch/privacypolicy](https://www.upc.ch/privacypolicy)) shall apply.

Sunrise UPC LLC
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