

Special Provisions for Internet, Landline Network and TV Services

1. Object of the contract

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.

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 valueadded 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

Sunrise enables the customer to access a variety of TV and radio stations via the telecommunications 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 ComeBack TV depends on the particular TV services and on the individual TV stations that support this function. The list of channels that have the Sunrise ComeBack TV 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 ComeBack TV 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 ComeBack TV, 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.

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. Sunrise Advantage

The «Sunrise Advantage» discount is granted for a combination of Internet services and a mobile phone subscription, if only one bill is issued for all services at the same time. Only the mobile phone subscriptions listed in the service descriptions as entitled to the discount are entitled to «Sunrise Advantage».

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.

9. 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.

10. Moving

Sunrise invoices the customer with a processing fee of CHF 40.00 for a move. This fee does not cover the costs of an electrician on site, which may be incurred as a result of the move.

11. Termination of network connection

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

12. 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.

13. 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.

14. Product change

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

15. MTV home

Eligibility for receiving MTV home services lapses at the end of the 29th year of life.

16. Contract duration, cancellation

16.1. Landline network

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

Services in the «Internet» and «TV» product groups each have a minimum contract duration of 12 months. They can each be terminated 2 months before the end of the minimum contract duration. If the contract is not terminated effective the end of the minimum contract duration, the corresponding service is extended indefinitely; the service can then be terminated at any time with a 2 months notice period.

Customers' termination of the base offer «Internet» automatically causes the landline network and TV services, including their options, to be terminated.

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. 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.

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