

# SPECIAL PROVISIONS FOR INTERNET, LANDLINE NETWORK AND TV SERVICES

## 1. SCOPE

These special provisions apply to all Internet, landline network and TV services that Sunrise UPC LLC («Sunrise») provides to the customer under the brand name «Sunrise». The type and scope of the contractual services are also regulated by the General Terms and Conditions (GTC), the overview of rates, the provisions in the respective contract, as well as the current description of services at [www.sunrise.ch](http://www.sunrise.ch). In case of any discrepancies, 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

The usage of Sunrise services requires a connection to an IP- or cable network.

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 Wi-Fi depends on the local conditions at the customer's premises. Sunrise assumes no liability in this respect.

*Only for customer with cable network applies:* If the cable connection is not provided free of charge, depending on the offer, the cable connection fee can be charged by Sunrise, or in certain cases by the landlord or an operator of a partner network.

The owner of a single-family dwelling is obliged to grant Sunrise access to the property or to the building so that Sunrise can make the necessary changes to the house's distribution system to put the services into operation. Customers are entitled to have unused cable connections blocked (sealed). To this end, the customer must grant Sunrise periodic access to check the sealed connections. The removal of seals from the cable sockets as well as the connection to our communication network in any form, or the expansion of the installation outside of the contractual agreement, are considered fraudulent

## 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.

In contrast to 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 Tele Alarm 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. The modem must be connected at the address given

to Sunrise, otherwise the location identification and routing of emergency calls cannot be guaranteed. In the event of a power failure, certain services cannot be used. It is therefore not recommended to use it for security-critical applications (e.g., Tele Alarm) and automated mobilization commands (SMT). Sunrise accepts no liability resulting from disruptions and failures of such applications.

## 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 restrict 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, Premium channels, as well as Live Pause, Recordings and ComeBackTV, may only be used privately and in no case for commercial and/or business purposes. In particular, the reception and use of such channels 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, grant 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 that may be offered free of charge or are billed as a subscription fee or per service used. The provisions for the respective 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, the contractual terms and conditions of the third party 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 must note that Sunrise has no influence on the general availability of content, 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 generally applies for 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 at any time.

The termination of a service also covers all the options associated with the cancelled services. The 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 subscriptions eligible for a discount. Unless otherwise specified in the service descriptions or an offer, accumulations of discounts are excluded, and discounts are only possible if the services eligible for discounts are billed on the same bill.

## 7. SUNRISE HARDWARE

The hardware provided free of charge by Sunrise to the customer, such as TV settop-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 device, independent of the age of that device.

## 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 added 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 24-month manufacturer's warranty that applies to all devices sold by Sunrise. The warranty claim is determined by the conditions of the manufacturer concerned. **Apart from that, 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 with the bill for the internet contract. The payment terms are governed by section 6 GTC. The installment payment is free of interest and other charges.

The customer may pay all outstanding installments at once at any time. A device plan may only be sold in combination with an internet subscription.

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. INSTALLATION

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 for installation and deinstallation of the hardware and end devices. Sunrise offers the installation of Sunrise hardware by professionals for a fee. Sunrise offers support only for hardware that was obtained through Sunrise.

## 11. RELOCATION

Sunrise charges the customer 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

A customer's cancellation of the network connection automatically results in the cancellation of the services obtained from Sunrise which are linked to this network connection.

## 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 general, the current minimum contract duration is transferred when older products are migrated. Sunrise can make exceptions from this; in such cases, the minimum contract duration starts anew.

## 15. PRODUCT CHANGE

For all subscriptions, switching to a subscription with a higher monthly fee is possible free of charge.

Switching to a subscription with a lower basic fee is generally possible at the beginning of the following month.

During the minimum contract duration, it is only possible to switch to a subscription with a lower basic fee by paying a buyout fee. After the minimum contract duration has ended, such a switch is free of charge.

With certain offers, switching to a subscription with a lower basic fee will either not be possible or will incur additional costs. The terms and conditions of the offer apply.

Where a minimum contract duration is noted for individual business customer segments in an individual contract, it is not possible to change to a subscription with a lower basic rate within the first two months after activation. After this a change is possible at any time free of charge.

With a switch in subscription plans during a month, included service components of the previous and

the new subscription will be charged on a prorated basis.

## 16. CONTRACT DURATION, CANCELLATION

### 16.1. Landline network subscription

Services in the «Landline Network» product group with a base fee do not have a minimum contract duration and can be changed to the landline service without a base fee on any day.

### 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 individual offers provide for a longer minimum contract duration. 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 any month with a 60-day notice period.

The customer's cancellation of the basic «Internet» offer also automatically results in cancellation of the fixed network and TV services including options.

If the customer terminates the services in the «Internet» and «TV» product groups before the end of the minimum contract duration, he/she 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

If a customer cancels an Internet subscription, the Internet subscription and all device plans associated with this subscription will end after the 60-day notice period for the Internet subscription has expired. All outstanding installments still due on these device plans must then be paid immediately and in full. A change to the internet subscription's contract holder is equivalent to the cancellation of the internet subscription.

### 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](http://www.sunrise.ch/cancellation) for more details.

Termination notices submitted in a letter or e-mail are not valid. For terminations involving phone number porting, a 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 Good Cause) 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

- the customer cancels the Internet subscription associated with the device plan, or
- the customer has paid all outstanding installments, or
- Sunrise receives a termination notice from the customer, or
- Sunrise terminates the mobile phone contract for good cause (section 17 GTC), or
- Sunrise terminates the installment payment agreement for good cause (section 17 GTC), or
- the ownership of an internet contract is changed and the installment payment agreement is not transferred to the new owner, or
- 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 event of any outstanding installments at the time of cancellation, these become due immediately.

Neither ordinary termination of the Internet subscription by Sunrise, nor extraordinary termination by the

customer for a reason for which Sunrise is responsible, shall affect the installment payment agreement.

Sunrise UPC LLC  
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