TV APP TERMS OF USE

TV APP

These Terms of Use apply to the use of this TV app and to all transactions that the customer makes using the TV app. The customer accepts these Terms of Use and the Sunrise <u>General Terms and Conditions GTC</u> upon logging in and by using the services. By purchasing the TV app through a third party app store (e.g. Apple, Google), the customer also acknowledges the legal conditions governing purchase of the application from the respective provider.

The TV app 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 service descriptions at www.sunrise.ch are applicable. The functions available to the customer depend on the version of the application used. Use of certain content available through the TV app 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 make sure 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 respective service.

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, Sunrise Comeback 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 provided through the TV services is protected by intangible property rights in whole or in part. The customer acknowledges that the offers in the TV app are solely directed toward 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, the TV app 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 exception for these types of use upon request. The customer receives a non-transferable, time-limited right to use the TV app on the hardware for the contract duration. Further rights are excluded and remain with Sunrise.

OPTIONS, CONTENT SERVICES

Depending on the version of the TV app, Sunrise offers options such as Video on Demand, Teleclub, Netflix, Sky Sport, Sky Show, 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 Sunrise in principle does not influence the general availability of the content, in particular if the signals are disrupted outside of Sunrise's sphere of influence.

Notice periods and any minimum contract duration for the options arise from the service descriptions or the GTC of the content services subject to charges. Cancellation of the TV service also includes all options associated with the canceled service. Cancellation of an option does not affect the underlying service. If, however, a service that is linked to an option is canceled and the minimum contract duration has not yet been reached, the customer owes the fees for the option through the end of the minimum contract duration. They are due immediately.