

## 1. SUBJECT MATTER OF THE CONTRACT

These Special Conditions apply to all Internet and OTT-TV services provided to the customer by MTEL Schweiz GmbH ("MTEL") under the brand or name "MTEL". The type and scope of the contractual services are further defined in the General Terms and Conditions (GTC), the tariff overview, the provisions of the corresponding contract and the current service specifications at [www.mtel.ch/en/legal](http://www.mtel.ch/en/legal). The customer will be deemed to have accepted these Special Conditions when they use the corresponding services. In the event of a conflict or loophole between the following contractual documents, the following hierarchy shall apply in descending order, unless and to the extent that (i) a higher-ranking contractual component explicitly refers to a provision of a lower-ranking contractual component or (ii) a lower-ranking contractual component provides for more specific obligations by explicitly naming the clause to which it refers:

1. The provisions of the contract
2. The Special Conditions for the respective services
3. The General Terms and Conditions
4. The current service specifications and offer conditions

## 2. INTERNET SERVICES

MTEL will provide the customer with access to the Internet. Details of the respective Internet services can be found in the individual service specifications and contracts. MTEL does not guarantee a minimum bandwidth. The transmission speeds indicated represent best possible performance and cannot be guaranteed. The actual Internet speed depends on various factors beyond MTEL's control (e.g. the connection, the distance to the nearest telephone exchange, the quality and length of the lines, etc.) and may be lower than the maximum Internet speed indicated. Simultaneous use of the OTT TV service or other services requiring an Internet connection and the Internet services may affect the scope of the Internet services. The usability of WiFi depends on the local conditions at the customer's location. MTEL will not assume any warranty in this respect. Furthermore, MTEL cannot guarantee that information exchanged via the Internet access (e.g. e-mails) will be delivered to the customer or recipient. The provision of Internet services requires that the customer has a network connection. If such is not available, a network connection will also be installed in the course of establishing the Internet product. The customer will be informed about the costs of establishment in the course of the offer and they are also listed in the service specification.

## 3. OTT TV SERVICES

### 3.1. General

MTEL enables the customer to access a wide range of television and radio stations. Details of the respective services as well as the currently available TV / radio stations can be found and are provided for in the service specifications and the specific contracts. The customer is responsible for obtaining and setting up a compatible TV terminal. MTEL does neither warrant the timeliness, accuracy nor completeness of any information available through the Electronic TV Guide. The availability and scope of the MTEL Replay option depends on the respective TV services and individual TV channels. For a list of channels that have the MTEL Replay option, please see the service specifications. MTEL reserves the right to slightly expand or restrict the range of channels or individual TV functions (in particular the availability of individual TV and radio channels, HD functions, MTEL Replay Option features and supported channels, electronic TV guide and/or other functions) without this giving the customer the right to terminate the contract or reduce the price. MTEL expressly points out that it only owns channels or programmes for which it has the necessary broadcasting rights and that it may therefore occur that some programmes are blacked out and not broadcast during their screening if the necessary broadcasting rights are not available. The customer acknowledges that the content made available by means of the TV services is protected, in whole or in part, by intellectual property rights. For licensing reasons, live pause, recording and replay options may only be used privately and not commercially or for business purposes. In particular, the reception and use of such stations in publicly accessible rooms, especially in cafés, restaurants, hotels, cinemas, theatres, shop windows, etc., as well as the rental and recording of programme parts for use outside the private sphere are not permitted. MTEL may grant a written exception for such uses upon request.

### 3.2. Terms of Use for STB / TV Apps (OTT)

These terms of use apply to the use of the TV app and to all transactions made by the customer via the TV app. The customer accepts these Terms of Use and the General Terms and Conditions (GTC) of MTEL upon conclusion of the contract. In the context of obtaining the TV app via the app store of a third party (e.g. Apple, Google, etc.), the legal provisions regarding the purchase of the app of the respective provider will apply as well. The TV app makes it possible to obtain TV services via an application on mobile or internet-enabled terminal devices. The prices, the scope of services and the provisions regarding term and termination set out in the service specifications of MTEL at [www.mtel.ch/en/legal](http://www.mtel.ch/en/legal) shall apply. The functionalities available to the client depend on the version of the application used. The use of certain contents available via the TV App may be restricted to persons of a minimum age. If a customer receives the TV services via the mobile network of MTEL or a third party, any costs relating to data transmission shall be governed by the respective contractual relationship. When obtaining the TV services via WiFi or a hotspot, the customer must ensure that the owner of the respective Internet connection agrees to the use of their access if they are not identical with the respective owner. The customer acknowledges that the simultaneous use of the TV and Internet services may mutually impair the respective scope of services. MTEL reserves the right to slightly expand or restrict the range of channels or individual TV functions (in particular the availability of individual TV and radio channels, HD functions, Replay Option features and supported channels, electronic TV guide and/or other functions) without this giving the customer the right to terminate the contract or reduce the price. The customer acknowledges that the content made available by means of the TV services is protected, in whole or in part, by intellectual property rights. The customer acknowledges that the offers in the TV app are aimed exclusively at persons in Switzerland. Live TV services may not be obtained outside Switzerland, for licensing reasons. The customer confirms to refrain from using these services abroad. The customer is prohibited from circumventing the technical measures taken to ensure exclusive use in Switzerland, such as geo-blocking. The TV app may only be used privately and not commercially or for business purposes, due to licensing reasons. In particular, the reception and use of such stations in publicly accessible rooms, especially in cafés, restaurants, hotels, cinemas, theatres, shop windows, etc., as well as the rental and recording of programme parts for use outside the private sphere are not permitted. MTEL may grant a written exception for such uses upon request. The customer will receive a non-transferable, time-limited right to use the TV app on one terminal device for the term of the contract. Further rights are excluded and remain with MTEL.

## 4. OPTIONS

### 4.1. General

Options to the above-mentioned services include supplementary additional functions and are either offered free of charge or charged via a subscription fee or per service purchased. The provisions for the respective services apply in addition. The availability of individual options depending on the subscription and their scope of services can be seen in the service specifications. MTEL reserves the right to expand, restrict, discontinue or otherwise

change the options at any time. If the customer has booked such an option, these changes will be communicated in an appropriate manner in advance. Art. 20 of the GTC applies. The restriction or discontinuation of an option shall not affect the underlying contract.

#### 4.2. Additional TV-STB

The use of the additional TV set-top boxes depends on the bandwidth of the respective Internet connection. Depending on the bandwidth, the TV and Internet services may be impaired if several set-top boxes are used at the same time. The number of additional TV set-top boxes or the simultaneous use of several TV boxes depends on the tariff and is limited to a maximum of 2 per contract.

#### 4.3. Content services

MTEL offers other chargeable services as options such as e.g. video on demand or additional pay TV options. The prices and fees apply, which are published in the respective service specifications at [www.mtel.ch/en/legal](http://www.mtel.ch/en/legal). If such an option originates from a third party provider, the customer enters into the relevant contract with that third party provider and the latter's contractual terms and conditions apply. In such a case, the fees may be charged by MTEL on behalf of and in the name of the relevant third-party provider. In the event of price increases of offers of such third-party providers, the customer shall not have the right to terminate the TV services of MTEL. The customer is informed that MTEL has generally no influence on the general availability of the contents of third-party providers, in particular in case of disturbances of the signals outside the sphere of MTEL.

#### 4.4. Contract Term Options

A minimum contract term of 1 month applies for options, unless otherwise stipulated in the tariff overview, the service specifications or the GTC of the chargeable content services. Options can be terminated daily, unless otherwise stated in the service specifications. The termination of a service also includes all options associated with the terminated service. The termination of an option will not affect the underlying service. However, if a service is cancelled to which an option is linked whose minimum contract term has not yet been reached, the customer will owe the fees for the option until the expiry of the minimum contract term. They will fall due immediately.

#### 5. DISCOUNTS

Certain offers provide for a promotional discount, combination discount or quantity discount on the basic fee of the subscriptions purchased that are eligible for the discount. Unless otherwise specified in the service specification or an offer, discount cumulations are excluded and discounts are only possible if the services entitled to the discount are shown on the same invoice.

#### 6. TRANSFER OF MTEL HARDWARE

The hardware provided by MTEL to the customer free of charge, such as TV set-top boxes, WLAN routers, etc., shall remain the property of MTEL for the entire term of the contract. MTEL reserves the right to deliver as-new, but not necessarily brand-new hardware. The customer will be responsible for the careful use of the hardware. The hardware may not be used for any purpose other than the contractual purpose. It will be prohibited, in particular, to open the hardware and to interfere with the software and/or hardware. MTEL shall be entitled, but not obliged, to access, via the Internet, the hardware at any time for the purpose of configuration, maintenance or optimisation and/or extension of its services and to view, modify, update or delete any technical data or software available there. MTEL will not be liable for any loss of data at the customer's premises. This applies, in particular, if these have arisen as a result of the replacement of defective hardware or faulty software or after performance of a remote maintenance. After expiry of the contract term, the customer is obliged to return the device to MTEL undamaged and within a period of 30 days. In the event of use contrary to the terms of the contract, MTEL shall be entitled to reclaim the goods earlier. If the customer does not comply with this obligation, the customer shall pay to MTEL a compensation of CHF 149.00 for WiFi routers, CHF 99.00 for TV STB per device, regardless of their age.

#### 7. INSTALMENT PAYMENT / DEVICE PLAN

If MTEL and the customer concluded an instalment payment contract ("Device Plan"), the number and amount of the monthly instalments as well as any down payment shall depend on the purchase contract and the Device Plan. The contract term of such Device Plan shall be 24 months, unless otherwise agreed. The monthly instalments will be charged to the invoice for the Internet subscription. The terms of payment shall be governed by Article 6 of the GTC. Payment by instalments will be free of interest and charges. The customer will be entitled to pay the outstanding instalments at once, at any time. A Device Plan can only be concluded together with an Internet contract or TV subscription. The financed object of purchase shall be the property of the customer from the time of handover. Theft, loss, transfer of possession or ownership of the object of purchase will not release the customer from the fulfilment of the instalment payment contract or from the payment of the instalments.

#### 8. TECHNICAL REQUIREMENTS, INSTALLATION

An Internet service (at least DSL) is a prerequisite for the operation of MTEL OTT TV services. The owner of the network connection must agree to the use by the customer, unless they are identical with the customer. Installation and deinstallation of hardware and terminal devices will be the responsibility of the customer. MTEL offers installation of MTEL hardware by professionals against a fee. MTEL will only provide support for hardware purchased through MTEL.

#### 9. RELOCATION

In the event the customer moves, MTEL will charge them a flat-rate processing fee of CHF 89.00. This fee does not cover any costs for the local electrician associated with such relocation.

#### 10. TERMINATION OF THE NETWORK CONNECTION

Any termination of the network connection by the customer will not automatically result in a termination of the OTT-TV service obtained from MTEL. Insofar as the customer only obtains individual services from MTEL, the service must be terminated separately in each case.

#### 11. PRODUCT COMBINATIONS

Individual Internet and OTT TV services are offered in the product groups "Internet" and "TV" in different versions and can be combined graduated in terms of content and time in accordance with the options published in the service specifications.

#### 12. MIGRATION OF OLDER PRODUCTS

In the event of a migration of older products, the current minimum contract term is generally carried over for the contract term of the new and current corresponding product. MTEL may provide for exceptions to this, in which case the minimum contract term shall start anew.

### 13. PRODUCT CHANGE

Services within the product groups "Internet" or "TV" may be changed free of charge during the term of the contract, subject to MTEL's prior consent to such change of service.

### 14. CONTRACT TERM, TERMINATION

#### 14.1. Internet and OTT TV subscriptions

Services in the product groups of "Internet" and "TV" each have a separate minimum contract term of 12 months, unless individual offers provide for a longer minimum contract term. These services can be terminated each with a notice period of 60 days to the end of the minimum contract term. If no notice of termination is given at the end of the minimum contract term, the respective service is automatically extended for an indefinite period, whereby the service can then be terminated with a notice period of 60 days to the end of each month. Cancellation of the basic "Internet" offer by the customer does not automatically result in cancellation of the TV services including the options. If the customer terminates services in the product groups of "Internet" and "TV" before the end of the minimum contract term, the customer shall pay the monthly recurring basic fees for each prematurely terminated service until the end of the minimum contract term. They will fall due immediately.

#### 14.2. Internet subscriptions with Device Plan

Any termination of an Internet subscription requires the simultaneous and explicit termination of all Device Plans linked to this Internet subscription. The notice periods pursuant to Article 14.1 hereof shall apply. If the customer cancels the Internet subscription and the Device Plan at the same time, the Internet subscription and the Device Plan shall end together after the expiry of the 60-day notice period for the Internet subscription at the time the termination becomes effective (end of the month). Any instalments of the Device Plan still outstanding at that time shall become due immediately and must be paid all at once. If several Device Plans are connected to the Internet subscription, all Device Plans for which not all instalments have been paid must be terminated together with the Internet subscription. If the customer only terminates the Internet subscription and if not all instalments of a Device Plan have been paid at the time the termination of the Internet subscription becomes effective, the termination of the Internet subscription will become effective only at the contractually stipulated end date of the Device Plan (i.e. usually 24 months after receipt of the object of purchase). If several Device Plans are connected to the Internet subscription, the effective date of the termination of the Internet subscription will be postponed to the end date of the last concluded Device Plan. However, if the customer wishes to terminate the Internet subscription immediately, the monthly basic fees of the Internet subscription shall be paid until the contractually specified end date of the latest Device Plan, in which case the Device Plan will be automatically terminated as well. Any instalments of the Device Plan still outstanding at that time shall become due immediately and must be paid all at once.

#### 14.3. Termination Formalities

The form of termination is governed by Article 16 of the GTC.

#### 14.4. Miscellaneous Provisions

Furthermore, Article 17 of the GTC (Ordinary Termination), Article 18 of the GTC (Termination for Good Cause) and Article 19 of the GTC (Consequences of Termination) shall apply.

### 15. TERMINATION OF THE DEVICE PLAN

The instalment payment contract (Device Plan) shall be deemed terminated when

- a) the customer has paid all outstanding instalments; or
- b) upon receipt by MTEL of the customer's notice of termination; or
- c) MTEL terminates the Internet subscription for good cause (Article 18 of the GTC);
- d) MTEL terminates the Device Plan for good cause (Art. 18 of the GTC);
- e) a change of holder occurs with the Internet subscription without the Device Plan being transferred to the new holder; or
- f) after expiry of the contractually determined contract term of 24 months, which starts after receipt of the device (unless a different contract term has been determined).

In the above cases b) to f), all outstanding instalments will be due immediately. The ordinary termination of the Internet subscription by MTEL as well as the extraordinary termination by the customer for a reason attributable to MTEL shall not affect the instalment payment contract.

### 16. FINAL PROVISIONS

Article 20 of the GTC (Modification of Contractual Conditions), Article 22 of the GTC (Other Agreements) and Article 23 of the GTC (Place of Jurisdiction, Arbitration and Applicable Law) shall apply, mutatis mutandis, to these Special Conditions.