



End-User Terms of Service (Free Applications)

May 2016

1. Definitions

For the purpose of the provisions hereunder, terms shall have the following meaning:

«**Application**» means each potential and actual software application / widget through which the totality of the Content is delivered for provision to End-Users via the Applications Environment; «**Applications Environment**» means the applications platform through which End-Users may view the Content;

«**Company**» refers to UPC Switzerland LLC;

«**Content**» means the entire substance and content of an Application, including materials of an audiovisual or other nature (including but not limited to games and information);

«**Content Provider(s)**» shall mean the third party or parties making the Application available;

«**End-User**» means each customer of Company who is the final or ultimate user of the Services and Content; «**You**» – «**Your**» shall be construed accordingly;

«**Services**» means all media, information and entertainment services and other potential future services being provided by Company to End-Users via the Applications Environment, including audiovisual media services as defined in Directive 2010 / 13 / EC and information society services as defined in Directive 2000 / 31 / EC;

«**Terms of Service**» or «**EUTOS**» refers to these end-user terms of service.

2. Your acceptance

- (a) By pressing on «ACCEPT» and accessing Applications on each occasion you signify your agreement to:
 - (1) the EUTOS;
 - (2) Company's Privacy Policy (please see clause 5(a) below);
 - (3) the fact that You acknowledge that (i) in relation to the receipt by You of Content and any rights, claims or liability arising in respect of such receipt, the EUTOS shall constitute an agreement between You and the Content Provider and not with Company and (ii) You are fully responsible for ensuring that anyone within your household accessing the Services who has not entered into a general subscription contract with Company or is under 18, is aware of the EUTOS and will comply with its terms.
- (b) If You did not enter into a general subscription contract with Company, You will need authorization of contract owner before accessing the Services.
- (c) If You are under 18, you will need parental authorization before accessing the Services.

3. The Application Environment Services

- (a) You acknowledge that (i) Company offers You the Services in collaboration with Content Providers and other third parties, and (ii) the form and nature of the Services may change from time to time without prior notice to You.
- (b) You agree to use the Services only for purposes that are permitted by the EUTOS and any applicable law, regulation or generally accepted practices or guidelines.
- (c) You agree not to access or attempt to access the Services by any means other than through the Application Environment.
- (d) You agree that You will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Content and/or Services).
- (e) You acknowledge that when You use the Services, You may use a service, may download a piece of software, and/or may purchase goods provided by other companies. Your use/download/purchase of these other services, software or goods as offered by such other companies may be governed by separate terms and conditions to the extent not covered herein.
- (f) You acknowledge that it is not allowed to access in any way paid Content without paying for it and Company and/or Content Providers has/have the right to charge for this use afterwards.
- (g) You acknowledge that unauthorised use of the Services is not allowed.
- (h) You acknowledge that Company is allowed to block Your access to Applications if You have acted contrary to the EUTOS.

4. Content

- (a) You acknowledge that all Content (including but not limited to audio files, videos, and games) which You may have access to through the Services is the sole responsibility of the appropriate Content Provider and that Content may be protected by intellectual property rights. You may be required to obtain a license to access or purchase Content. Some Applications may contain links to other companies' applications and services which they offer; these companies may have terms of service of their own. We recommend that you read the terms of service of such third parties. We are not responsible for the practices or Content of any such third parties' products or third parties' services.
- (b) You agree that You may not modify, rent, lease, loan, sell, distribute or create derivative works based on Content (either in whole or in part) unless You have been specifically authorized to do so in a separate agreement with the Content Provider.
- (c) You agree that Company (whether at the request of Content Provider or otherwise) reserves the right (but shall have no obligation) to modify, refuse access to or remove Content.
- (d) You acknowledge that by using the Content You may be exposed to Content that You may find offensive, indecent or objectionable and that, in this respect, You agree that use of the Content is at your own risk.

5. Privacy and data protection

- (a) By using the Services, You agree that Company may collect your personal data for the purpose of providing you the Services. For more information on how Company processes your personal information, please refer to Company's Privacy Policy which may be found at upc.ch/privacypolicy.
- (b) You are responsible for the personal information you choose to submit to Content Providers. Use of your personal information by such Content Providers will be governed by their respective privacy policies, which You should refer to in the event that You have any queries regarding such use.

6. User account and security

You acknowledge that You may need to establish an account (either with Company or Content Providers) in order to use the Content Services. You agree that You will be:

- (i) responsible for providing accurate and your own information for setting up Your account;
- (ii) solely responsible for maintaining the confidentiality and security of Your account;
- (iii) entirely responsible for all activities that occur on or through Your account. If You become aware of any unauthorized use of Your account, You must notify Company (via its customer care department) and / or the relevant Content Provider immediately.

7. Software updates

Software updates are designed to improve, enhance and further develop the Services, and to add and inform You of new services, such as new Applications and new functionalities. You agree to receive such updates as part of Your use of the Services and agree that the implementation of such updates may affect the availability of the Services.

8. Amendments

Company may amend the EUTOS from time to time, e.g. when Company introduces new services. When these amendments are made, Company will notify You of such amendments and make a new copy of the EUTOS available as required by applicable law.

You acknowledge and agree that by using the Content after the date on which the EUTOS has been changed, You accept the changed EUTOS.

9. Termination

You agree that (i) the EUTOS will continue to be in force until terminated by You or Company, and (ii) that Company may at any time terminate the EUTOS upon prior notice if:

- (a) You have breached any provision of the EUTOS (or acted in a manner which clearly shows that You do not intend to, or are unable to comply with the provisions of the EUTOS);
- (b) Company is required to do so by law;
- (c) Content Provider requires Company to terminate the Content Services to You; or
- (d) the provisions of the Content Services are no longer commercially viable.

You and Company acknowledge that the provisions of the EUTOS, which by their nature are intended to survive termination, will remain in effect after termination of the EUTOS.

10. Third Party Terms

You agree that You must comply with applicable third party terms when using the Content and that the EUTOS thus apply without prejudice to any applicable third party terms.

11. Contact

If you have any questions or concerns about the EUTOS, please contact us at upc.ch/support.