



General Terms and Conditions of Business (GTC)

UPC Switzerland LLC, may 2016

1. To which services of UPC do these GTC apply?

The GTC apply to all of our entertainment and telecommunications services. They do not apply to Mobile services, which are governed by separate GTC.

2. What issues should I consider in general when using the services?

Our services can only be used if your household is connected to our glass fibre optic cable network and provided that you comply with your payment obligations towards us. Charges for our services will generally be levied by us, although may in certain cases also be charged by your landlord or by one of our partner networks.

You are also responsible for ensuring that the services are used in accordance with the contract, even if they are actually used by a third party.

We provide you with access to media content for which we are not responsible. You are responsible for ensuring that minors in your household are not able to access unsuitable content. We offer various blocking options. For further information please refer to upc.ch/responsibility.

Please note that we are unable to guarantee constant and unrestricted access to the services and that their scope may change from time to time.

Our guidelines and further information concerning the network of UPC can be found at upc.ch/ournetwork.

3. What do I have to consider in particular when using the internet?

The advertised internet speeds are maximum figures. The actual speeds achieved will be dependent amongst other things on your home's cabling system, the number of simultaneous users, the end devices and the connection (e.g. WLAN).

Should you considerably impair the connection for other customers by excessive use of internet access, we reserve the right to block your access to the internet temporarily. We shall give you advance notice of any such measures.

4. What do I have to consider in particular in relation to landline calls, including in particular emergency calls?

Please only connect the modem at the address notified to us. If you use the modem at another address, we will be unable to identify the location and to route emergency calls.

It may not be possible to use certain services in the event of a power cut. We therefore recommend that they are not used for security-critical applications (e.g. TeleAlarm®) or automated call-up orders (SMT) and exclude any liability resulting from faults or disruptions affecting such applications.

5. What kind of usage is not permitted?

You can use the services for private purposes; the reproduction, performance or hiring of the contents are not permitted. Unlawful acts such as e.g. undesired advertising calls and undesired messages, the dissemination of malware and the damage or impairment of network components are not permitted. In the event of unauthorised usage or suspicion of illegal acts or misuse, we may block our services temporarily, discontinue the services and/or terminate the contract with immediate effect.

6. What should I do if I have any questions relating to billing? Please let us know of any objections relating to an invoice at the latest prior to expiry of the payment deadline indicated.

Following expiry of the payment deadline, we may charge you default interest of 5% per annum along with reminder fees of CHF 25.00. In addition, we may discontinue our services with immediate effect and/or terminate the contract for cause, subject to continuing billing of the amounts owed until expiry of the contractual term. We may charge you a handling fee (lump-sum of up to CHF 90.00) in order to reconnect a service.

We reserve the right in specific individual cases to impose or alter credit limits, advance payments or other guarantees.

The issue of hard copies of invoices and payments at a post office counter are associated with a cost, which we may pass on to you. To find out how to make payments without incurring any charges please refer to upc.ch/bill.

With regard to chargeable value-added numbers (e.g. 09xx) we only act as the collection agent. We do not bear any responsibility for services or goods that you acquire or order from third parties. Should you have any questions or complaints, please contact the relevant content provider direct.

We draw your attention to the fact that you can request that outgoing connections to premium rate services be blocked fully by UPC or that only those calls to services with erotic or pornographic content be blocked.

7. How long will my contract run and how can I withdraw from it?

The contract will take effect as soon as we accept your registration for a service. In the event of direct charging of the 3-in-1 cable connection (applies to tenant), the contract will take effect upon payment of the invoice.

Unless specified otherwise in the contract, it will have a minimum term of 12 months and will continue thereafter on an open-ended basis. Following expiry of the minimum term, you may terminate the contract at any time in writing with notice of 2 months in advance of the end of the relevant month.

If the contract is terminated early, we may charge you the amounts owed until expiry of the ordinary contractual term. Please note that if a new contract is concluded a new minimum term will apply for all existing services associated with a minimum contractual term.

8. What happens if the contract is amended to my detriment?

From time to time we will adjust our services and prices in line with changed circumstances. If we make any amendments to the contract during the contractual term that are significantly detrimental for you (e.g. price adjustments), we will inform you of such changes in good time, as a rule at least 30 days in advance. Until the relevant change takes effect, you will have an extraordinary right to terminate the contract at the time it is to be amended. Unless we receive written notice of termination before this time, we will assume that you accept the change if you continue to use the services.

9. I am moving house: what do I have to do?

Please let us know about your move at least 30 days in advance. For further information please refer to upc.ch/moving.

10. What about the devices that are provided to me?

Devices provided to you by us for usage during the term of the contract will remain our property and may not be altered or sold. We may request at any time that any such hired devices be returned and/or exchanged for another device.

Should a device fail, there will be no entitlement to the reimbursement of or to offset subscription charges. In the event that a hired device is ascertained to be damaged upon return or if you fail to return it to us within 30 days of termination of the contract, following an exchange or if so requested by us, we will charge you for the price of the device.

11. Commissioning and servicing of in-house distribution system.

As the owner of a detached house, you authorise UPC to access your property including buildings and to set up the in-house distribution system, or respectively to access the in-house distribution system.

12. Can I get an unused connection sealed?

As the customer you are entitled to arrange for any unused connections to be blocked (sealing). You must grant access to UPC in order to carry out regular controls of sealed connections. The removal of seals from the cable sockets and connection to our communication network in any form or the expansion of the installation beyond the scope of the contractual agreement will constitute misuse and may result in legal action.

13. How is liability determined?

We will only bear liability for any losses caused to you in relation to our services if they are caused by an intentional or grossly negligent breach of contract on our part. We will not accept any additional liability, including for indirect losses and consequential losses (e.g. loss of profit, loss of income or reputational damage), the actions of auxiliaries and data loss.

We cannot guarantee that our services can be used free from malware. You are responsible for the taking the necessary steps to secure the devices and connections in your household.

Further useful information about how to protect your devices and connections is available at upc.ch/internet-security.

14. How will my data be protected?

We undertake to treat your data with care and to use them in accordance with Swiss data protection law. Our Data Protection Guidelines are available at upc.ch/privacypolicy.

We may collect and disclose your customer data and information relating to your payment history in relation to the conclusion or handling of customer relationships or the collection of outstanding invoice amounts.

You accept that we may save and process your customer data for our own marketing purposes. **This may also include the processing of data relating to usage in order to ensure that our services are tailored to need and developed in addition to personal offers. Your data may also be used for these purposes by our partner networks, group companies and third parties appointed by us nationally and abroad. Your data will not be sold. You can inform us at any time in writing that you do not wish to receive any marketing communications.**

15. From when do these GTC apply and what is the applicable law?

The GTC will apply from 1 September 2015 and are governed by Swiss law. They will replace all previous versions of the GTC and the special terms and conditions governing the direct charging of the 3-in-1 cable connection. Should any individual provision of the GTC be invalid or void, this will not affect the validity of the remaining provisions. The courts of Zurich will have jurisdiction, subject to any other places of jurisdiction e.g. for consumers.

16. Whom can I contact with any questions?

Should you have any further questions concerning our services please refer to our website upc.ch for advice or contact us by telephone or letter:

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