



upc cablecom

General Terms and Conditions (GTC) of upc cablecom

March 2011

General Terms and Conditions (GTC)

1. When do these general terms and conditions (GTC) apply to you?

These GTC form an integral part of the registration form or the contract document for the provision of our services.

2. What services do we provide and what requirements must be met?

We offer you the following services: digital television and radio, internet and fixed-line telephony. The scope and content of our services are set forth in the relevant registration form or contract document.

In order for you to be able to use our services, the following requirements must be met: (1) your household must be connected to our cable television network and (2) the currently applicable amount of the subscription price for the cable television connection must be paid. Additionally, our services must be actually available at your location.

For the installation and the maintenance of the connection, you must grant us access to the telecommunication facilities.

3. What should generally be considered when using the services?

Within the scope of these terms, you are free to make private use of the services. Any other use thereof, such as e.g. reproduction, performance, rental, transfer or making it available via any other means outside your private sphere and your premises, is not permitted.

Through our services, you have the possibility of accessing media content for which we are not responsible. We draw your attention to the fact

that you alone are responsible for ensuring that no minors access inappropriate content in your household. We support you in this respect by making available various blocking options.

The range of radio and television programmes available to you can undergo changes and we reserve the right to make programme changes at any time.

4. What should specifically be considered when using telephony and internet services?

You undertake to refrain from performing any acts that contravene legal or contractual provisions or the rights of third parties, such as e.g.:

- Undesired canvassing calls, the sending of spam, particularly unwanted or unrequested e-mail advertising, junk mails or other unsolicited communications;
- The distribution of malware (e.g. viruses, trojans) as well as use of techniques which damage network components connected to the internet or can impair their performance (e.g. denial-of-service [DoS] attacks).

In cases of breach, we are entitled to immediately suspend our services and to end the contract by way of extraordinary termination.

5. What telephony services can we provide to you?

We offer fixed-line telephony for the use set forth in the relevant registration form or contract document. Use for permanent and direct dial connections, video telephony, call-center services, permanent monitoring services, voluminous analog data transfers and machine-to-machine applications are not allowed.

If you make excessive use of the services (e.g. total volume of over 10,000 minutes/month), we will invoice you the standard rate retroactively for the corresponding connections provided that these have not already been charged separately. You will first receive a cease and desist notice. Additionally, we can terminate the agreement with you at any time upon giving 7 days notice by way of extraordinary termination.

For the telephony service, we provide you with a configured cable modem which you must plug in at the address given to us. **If you use the modem at a different address to the one registered with us, we cannot secure the location identification and the routing of emergency calls.** You can plug your own telephone device into the cable modem. It is your responsibility to ensure the telephone is compatible with our service. When an ISDN adapter is used, we cannot guarantee all functions.

During power cuts, the services cannot be used. This is why we recommend you do not use our telephone service for safety critical purposes. In particular, we so far do not support TeleAlarm® and automatic summoning of forces (SMT). We exclude any liability for any disruptions and failures in such applications.

6. What should be considered with respect to the indicated internet speeds?

The internet speeds indicated by us are maximum values which we cannot guarantee will be attained. The speeds actually attained will depend, among other things, on your computer, the quality of the home connection and the home cabling, the number of households on a distribution system, the co-users and other technical factors.

Out of fairness to other users, you assure us that you will limit your use of peer-to-peer services, the operating of game servers and the downloading of forums especially between 1600 hours and 2400 hours so that the speeds of other users are not negatively affected in an unusual way.

To implement these fairness rules ("fair use policy"), we reserve the right to impose isolated temporary reductions in the maximum speed or to fully block the internet access, in case of a threat to error-free internet use.

7. What should be considered with respect to questions concerning invoices?

Please notify us in writing of any objection concerning an invoice by no later than 10 days after receipt of the invoice, otherwise the invoice will be deemed to have been accepted by you and must be paid within the indicated payment deadline.

After the payment deadline expires, you will be in default. In such cases, we are entitled to charge default interest of 5% per annum on the outstanding amount and reminder costs in the amount of CHF 25. Additionally, we may immediately suspend our services and terminate our contract with you and invoice you for the services owed until the ordinary date of termination as well as other costs.

In cases of extraordinary contract termination, we may invoice you for the charges owed until the expiry of the ordinary contract term.

To reactivate a service, we may invoice you for a processing fee (at least CHF 90) if the service was deactivated due to a cause for which you are responsible.

In the case of value added numbers (such as e.g. 09xx) for a fee, we only collect payment. If you have any questions and objections regarding such invoices, please contact the respective service provider directly.

upc cablecom is committed to responsible management of resources and endeavours to convert to paperless invoicing processes when new contracts are concluded. If you prefer paper invoices, we may charge a fee for them.

Debt that you assert upc cablecom owes you cannot be set off against any debt owed by you to upc cablecom.

8. How long does your contract run for and how can you terminate it?

The contract takes effect as soon as we accept your registration by sending the installation package or providing the services or assembling an appliance by a technician contracted by us. The contract lasts a minimum of 12 months and then continues to apply for an indefinite period. After the expiry of the minimum term, you may terminate the respective service in writing by giving 2 months notice effective at the end of the month.

If you are already using our services upon entering

into a contract, the contract terms of the last contract entered into, in particular the new minimum term, shall apply to all services.

If you terminate the contract before expiry of the minimum contract term, we may invoice you for the service charges owed until the end of the minimum term.

9. What happens if we amend the contract during the contract term to your disadvantage?

We reserve the right to change our prices and GTC at any time and to adapt our services to recent technologies.

If we adopt price increases during the contract term or if we significantly amend these GTC to your disadvantage, we will inform you of such amendments. By not informing us that you do not accept the changed terms in writing within 14 days of receiving such information, you declare your acceptance of the amendments. By paying an invoice with the new prices without making a written reservation, you declare your acceptance of the amendments. If you do not want to accept a price increase or a contractual amendment which is to your significant disadvantage, you can terminate the contract effective on the date on which the amendment will take effect. For this purpose, you must give written notice of termination referring to the contractual amendment or the price increase in question before it takes effect. The date of the post stamp will be decisive.

10. What should be considered if you move?

So that the provision of services may be continued with as few interruptions as possible, you must notify us of a move at least 30 days in advance. You will find additional information on the subject of moving house on our website.

11. What should be considered with respect to appliances that we hand over to you for use?

Appliances that we hand over to you so that you can use our services in accordance with the contract during the contract term remain our property or the property of the manufacturer.

The appliances may not be changed. In the event of a malfunction of an appliance there is no right to the reimbursement or credit of subscription fees.

After the end of the contract, you must send the appliance back to us within 14 days, otherwise we may invoice you for a lump-sum compensation amount of CHF 500. If the appliances present damage or traces of wear, which exceed normal wear and tear, we may invoice you for the replacement costs incurred.

12. What is the extent of our liability?

In respect of damages which you incur in connection with our services, we are only liable for intentional or grossly negligent breach of contract. Any additional liability for indirect damage of any kind is excluded.

If third parties should sue us due to unlawful acts committed through your connections and as a result of using our services, you hereby agree to indemnify us from and against any costs, expenses, liabilities and fees.

We cannot guarantee you that use of our internet services will occur free of malware. You are responsible for the necessary technical security measures with respect to appliances and connections in your household.

We do not accept any liability for services or goods used or ordered by you in connection with value added numbers.

Likewise, we do not accept any liability for loss of data on defective appliances.

We cannot guarantee you permanent, unlimited availability of our services. This applies also in particular to transfer times or capacities.

13. Data protection

We undertake to handle your customer data with care and to use it only within the scope of the Swiss Data Protection Act.

You consent to our giving your data to third parties contracted by us to process customer relations or to collect payment of outstanding invoice amounts. Additionally, you consent to use of your customer data for marketing purposes by us, by our parent company and by our subsidiaries, as well as by our partner networks and partner firms contracted by us for marketing purposes in Switzerland and abroad, unless you expressly prohibit us in writing from using your data for marketing purposes.

14. Entry into force

These GTC shall enter into force on 28 March 2011 and replace any previous versions of the GTC.

15. Jurisdiction

The courts of Zurich 1 shall have jurisdiction subject to mandatory legal provisions.

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