

General Terms and Conditions of Business cablecom

January 2009

General Terms and Conditions (GTC)

1. What is the purpose of these General Terms and Conditions?

These General Terms and Conditions settle the legal relationship between us (cablecom) and you.

Your application form or a corresponding document of agreement form together with these General Terms and Conditions a component part of the contract.

The agreements made in your application form or document of agreement take priority over these General Terms and Conditions in the event of contradiction. The contract concluded with us shall apply in each case to all services, if you should decide on further individual or groups of services at a later stage.

2. Which services do we provide for you?

The content of the services ensue from your application form or document of agreement as well as our leaflets. They can also be viewed at any time on our website www.cablecom.ch.

We offer you the following services:

- digital radio and television
- hispeed@ broadband Internet
- land-line telephony

3. What are the conditions for a contract?

In order to receive our services, you need a cable connection between your flat or house and our cable network which is suitable for receiving our services.

In addition to that, you or your landlord must have as owner of the property or flat a corresponding contractual relationship with us or with one of our associated network operators for ensuring the connection to the cable TV network (including analogue radio and television programmes)

New: In order to maintain our cable network and to provide you with our services you have to grant us the usage and the access to your property as well as an easement for our cables free of charge.

If the charges for the cable TV connection are not included in the additional property expenses, the costs have to be charged directly to you as tenant.

Enter your address at www.cablecom.ch in order to discover whether your household is connected to our cable TV network and to see what kind of services you can receive from us.

4. What is the difference between the cable TV charge and the BILLAG charge?

The charges for the cable connection are not to be mistaken for the «BILLAG charges» which have to be paid by all radio, PC or TV owners in order to finance the Swiss radio and television corporation SRG idée suisse.

5. Under what circumstances it is not possible to enter into a contractual relationship with us?

We have to refuse entering into a contractual relationship with you if one of the conditions specified in section 3 is not fulfilled. The contractual relationship with you will end before expiry of the minimum contract term originally agreed, if a condition ceases to apply during the duration of the contractual relationship, unless we can transfer the contractual relationship to another provider.

This is usually the case if your landlord terminates the connectivity contract with us. We cannot accept any liability for circumstances which arise in connection with a refusal of application or with the premature termination of the contract.

6. When do I have a right of withdrawal from the contract and how do I exercise it?

You may withdraw the contract in written notice within 7 days

- if you have signed a contract with us on your doorstep or
- if you have been contacted by one of our sales staff without request.

The date of your signature on the application form is decisive for the beginning of the 7 day period for cancellation.

You may no longer cancel the contract, if you have signed the contract at one of our market, fair or other sales points (for example Interdiscount, Fust, Mediamarkt).

7. How do we help you if case of a fault or a breakdown?

We endeavour to avoid malfunctioning and interruptions to our services.

In case of a fault or breakdown, please contact the following telephone number: 0800 66 88 66.

We are unable to guarantee you a permanent and unrestricted availability of our services. This applies particularly to certain transmission times or transmission capacities.

8. How can we eliminate faults in connection with the house distribution equipment?

Faults caused by defective house routing installations can only be eliminated, if we are authorised correspondingly by you or your landlord and the access to the property is granted.

9. How are we liable towards you?

Our liability for damages caused to you because of the usage of our services is restricted to proven intentional or gross negligence on our side. Furthermore, we exclude any further liability for any indirect losses.

10. What action should be taken in case of extra-ordinary events (force majeure)?

As long as the fault arising from the extra-ordinary event is not eliminated, the performance of contract shall be suspended. If we are unable

to fulfil our contractual duties by reason of extra-ordinary events, as for example landslide, flooding, storms, political unrest, breakdown of services from suppliers, unforeseen official decrees etc. any liability for such type of inconvenience and loss is excluded.

11. What do you have to take into account by using our services?

Within the scope of these conditions, the private usage of our services is basically not restricted. Following usage is in particular not permitted: duplication, performance, distribution, transmission as well as grant of access to others outside your own private circles and your rooms.

The usage of our services will enable you to get access to media content. Hence, we point out that you alone bear the responsibility that no under-aged persons in your household can get access to unsuitable content. Thus, please supervise your personal access code with care and use the contents in compliance with the applicable law.

On demand by a public authority or in case of justified suspicion for criminal offences and acts by using of our services, we are authorised at any time to block contents or services without prior notification and without liability for possible costs.

You have to indemnify us to the full extent, if a third party should take legal steps against us as a consequence of improper acts within your household in connection with the usage of our services.

12. What special care do you have to take on using telephone and Internet services?

According to statutory provisions, the following conduct is in particular not permitted by using telecommunication services:

- actions infringing legal or contractual provisions as well as any rights of third parties,
- making unwelcome advertising telephone calls, sending SPAM, in particular undesired advertising e-mails, junk mail or other unsolicited notifications,
- falsifying details of sender (for example false sender telephone number with an SMS) or any other information,
- the systematical collection of information or e-mail addresses without the consent of the particular owner,
- distributing viruses, worms, Trojan horses, spyware and any data with similar purposes.

Furthermore, you are not allowed to use any techniques which damage or adversely affect network components connected to the Internet. As examples can be mentioned so called flood attacks or denial of service attacks.

We are unable to give you a guaranty that the usage of our Internet services is free of viruses, worms, Trojan horses etc.

You accept your own liability for taking the necessary security measures in your own home in order to protect your computer. Further information can be found under following link: www.cablecom.ch/internet/hispeed/security.htm.

13. Our telephony services

Our landline telephony service is solely intended for private households as well as small businesses. Its use for continuous and direct dialling connections, video telephony, call centre services, permanent monitoring services, comprehensive analogue data transmissions and machine to machine applications into the Swiss land-line network is not permitted.

We will charge you the standard rate for connections into the Swiss landline network if there are reasons that you are also using the telephony service for unauthorised uses (such as total connection volumes into the Swiss land-line network in excess of 10,000 minutes per month), and you have previously failed to observe our demand to refrain from the prohibited use.

Furthermore, we reserve the right to cancel the contract with you within 7 days by any term. In such an extraordinary case of cancellation, we charge you the full fees owed until the end of the normal contractual term.

We provide you with a cable modem configured for our telephone service, which has to be connected to your cable connection at your home address. We cannot identify your location and ensure the alternative routing of emergency calls if you use the modem at another than your home address. Your telephone has to be connected to the cable modem. Please ensure the capability of your telephone to use our service. Our technical system supports most analogue and digital equipment authorised for use in Switzerland. On the other hand, we cannot guarantee that all functions remain available when using an ISDN adapter.

We advise you not to use our telephone service for any critical security applications, because the usage is not guaranteed in cases of interruptions of the electricity supply. In particular, we cannot support at the present time TeleAlarm® and automatic summoning of forces (SMT). Accordingly, we exclude any liability because of faults and interruptions during the operation of such applications.

We offer you the possibility to install a permanent telephone number suppression and to block any out-going or certain in-coming telephone calls. However, the display or the suppression of telephone numbers can due to technical reasons not be guaranteed in any case. A suppression of the subscriber's telephone number display is in general not possible when calling emergency numbers. Please check the separate information leaflet which has been delivered to you separately after signing the contract. For further information, you may also visit our website onwww.cablecom.ch.

14. What do I have to do, if I want to retain my previous telephone number?

If you want to transfer your previous telephone number from another telecommunication company to us (for example from Swisscom, Sunrise), you will have to pay the monthly connection charge to both providers during the transfer period. It may turn out that previously allocated telephone numbers have to be changed due to legal or other reasons.

15. What do I need to know about value added numbers?

On your request, we may block all out-going telephone calls to additionally chargeable services (090x numbers), such as chargeable services with erotic or pornographic contents (0906 numbers) free of charge.

We will charge you the corresponding amounts for ordering respectively paying goods or services based on such value added numbers (08xx/09xx). We ask you to address your claims to the provider directly in respect of complaints connected with such telephone charges, since we are only responsible for the debt collection.

We indicate you that we are obliged to supply your customer data to the provider of a value added number in order to allow him to claim for any outstanding debts.

We are not liable for any faults in connection with services or goods ordered by you. Instead, we refer you directly to the corresponding provider.

16. What should I know about connection and re-connection costs?

The connection costs for your telephone calls (or any costs for the Internet traffic incurred by you) will be charged to you based on our records. These records are deemed accepted by you unless our technical and administrative clarifications give evidence for any recording mistakes on your written notice. We charge you all fees regardless of whether yourself or a third person uses the services or a usage of our services occurred unintentionally.

We charge a processing fee of at least CHF 90.- for every re-connection caused by you, regardless of the reason for the interruption.

17. What kinds of internet-using is not permitted?

It is not permitted to pass on either the chargeable or the free transmission of services or parts from them (small providing) to users outside your apartment. In particular, it is not allowed to operate public hot spots (WLAN) or commercial servers (hosting, mail server etc.) by means of

our Internet service. We reserve the right to block your connection immediately in the event of misuse.

18. What are the facts about downstream and upstream speeds?

The indicated downstream and upstream pace concern a maximum value, which we cannot guarantee. The connection-speed depends on the power of your PC, the quality of the cable connections, the number of households connected to a routing installation, the number of co-users and further technical components.

Due to fairness reasons you shall restrict peer to peer use, operation of game servers, downloading forums etc. between 4.00 p.m. and midnight, so that other users will not be affected in an exceptional manner being online.

In order to enforce this «fair use policy», we reserve the right to temporarily reduce the maximum values for upstream and/or downstream speed or to block the internet access completely, if an interruption-free use of the Internet may be endangered. An infringement against the fair use policy is deemed as a breach of contract and may possibly make you liable for the losses caused this way.

19. Which digital radio and TV programmes are provided by us?

The current range of programmes offered by us is listed on our website www.cablecom.ch. The offer of programmes specified in the application form, advertising brochures as well as on our website is only for your information. Changes of programmes are possible within the scope of provisions relating to broadcasting law.

20. Where do I find information about current prices and terms of payment?

In general, we charge you in advance for the use of our services. Services dependant on use, such as telephone services are charged retroactively. Our current prices are visible on our website www.cablecom.ch at any time.

21. What points have to be considered in the context with our billing?

Unless the bill is not objected by you in written form within then days it is deemed as accepted.

In order to avoid misunderstandings by receiving your payments, we ask you to use the original pay-in slip only.

The bills have to be paid latest by the date stated in them. If neither a due date nor a period for payment is shown in the bill, a period for payment of 30 days from the date on the bill applies.

As soon as the payment period has expired, you are in arrears. In such cases we are entitled to charge you an interest of 5% per annum as well as a collection fee for the outstanding amount as from the beginning of the default. Furthermore, we may immediately cut off services for which you have not paid punctually. If an overall account for several services is only partially paid without sufficient reason, all services may be suspended. The claim will be enforced against you by a debt collecting agency if you should also fail to settle the bill after a reminder letter. In this event, we may immediately cancel the contract with you immediately, whereby the costs incurred as well as payment for the services owed up until the end of the minimal contract period will be charged to you.

We may fix a credit limit or demand from you a payment in advance before providing you with our services, if justified doubt shall exist as to your ability or intention to pay. A prior notice will in such a case be given to you.

You may not offset any claims against us with our claims against you, unless your claims are clearly stated and expressly acknowledged by us.

22. What is the duration and the cancellation period of your contract?

The contract comes into force as soon as we have accepted your application. It continues for at least twelve (12) months and is automatically

renewed for a further twelve (12) months, unless you serve notice in writing in observance of a period of notice of three (3) months prior to expiry of the contractual term. Please also note what kind of service you intend to cancel (TV, telephone, Internet).

If you already receive one or several of our services by concluding a new contract, the contractual terms and conditions for notice of cancellation applicable shall continue to apply to the latter, if not agreed otherwise.

We charge you for the service costs owed up until the end of the fixed contractual term, if you wish to terminate the contract before the end of the minimum contractual term or before expiry of the fixed renewal period.

The same contractual terms and periods for cancellation apply for additional services (options) as long as the basic services are operative.

23. What has to be considered, if we unilaterally alter a valid contract to your disadvantage?

We reserve the right to alter our prices and these General Terms and Conditions and to modify our services to the most advanced technical standards at any time.

We inform you about the adjustments in a suitable manner in case of price changes or amendments of the General Terms and Conditions, if they redound to your disadvantage. The amendments are deemed as accepted by you, unless you notify us in writing within fourteen (14) days following this information that you do not accept the amended conditions. By paying an account including the new prices without written reservation within the period for payment you declare automatically to agree with the increase in price. You may cancel the contract to the date the new prices or contractual conditions come into force, if we alter the contract to your disadvantage and you do not accept these alterations. If you intend to cancel a contract based on this article you have to do it in written form before the price adjustments or the contractual amendments come into force. The date on the post stamp is decisive. After the announced changes have come into force, an extraordinary cancellation of the contract is no longer possible.

24. What do you have to do in case of a relocation?

We or our associated networks are not present in all Swiss households. Whether you can receive our services at your new place of residence can be checked out on our Internet site www.cablecom.ch.

Change of address within a property which is connected to our cable TV network simply notify us in writing one month before the moving date, so that we are able to ensure proper functioning of the services at your new address from the date you move in,

If a property is not connected to our cable TV network, you have to consider the following:

- The contract has to be terminated in writing respecting a notice period of three months at the end of the month. You are supposed to provide us with a conformation with the tenancy notice from the landlord or another confirmation of equivalent authority.
- The contract will be deemed to be terminated as from the end of the month of removal notwithstanding the minimum contractual term originally agreed, if your cancellation is correct and complete.
- We grant you the right in an individual case to revoke the contract without observance of this period of notice provided that you are able to substantiate that you did not know that it is no longer possible to receive our services at your new address.

25. How may a contract be assigned to a subsequent occupant?

To assign a contract to a subsequent occupant, a corresponding written application for assignment of contract signed by you and the new contract party is required. On request we can send you the appropriate form with further information. The form is also available on our home page www.cablecom.ch.

The transfer of the contract and in particular your liability for payment only takes place after we have granted our written approval to subscribe the contract.

26. What has to be considered in connection with our equipment connected to the cable TV socket for use? When do I have to return the equipment?

You need a so-called «set top box» for digital radio/television reception. You need a cable modem in order to receive hispeed® broad band Internet and for our land-line telephony service. You can connect these units to the cable TV socket(s) and your terminal units at home (TV, PC, radio and telephone). The operating instructions included can help you hereby. Please contact our customer service department, if some problems should occur with the installation. We are not liable for any circumstances caused to you by an improper installation and use of the units.

Our services only work with units provided by us. We point out that any manipulation to separate devices not configured by us enabling unauthorised reception of services (for example a Dreambox with a stolen decoding code for reception of digital radio and TV stations), is not permitted and you shall be liable for direct and indirect damage caused to us this way.

We entrust you with all equipment necessary for using our services during the term of the contract. It remains our property at all times. You undertake that you will use this equipment in accordance with the contract. Particularly, re-hiring, entrusting to a third party, selling or pawning the equipment is deemed as a severe breach of contract.

We endeavour to repair or replace a deficient unit as quickly as possible. Please do not repair the equipment yourself. Any repairs or exchanges are made at our expense provided that the equipment has been treated in conformity with the contract. Postage costs will not be refunded. A reimbursement or deduction from subscription charges because of a short-term breakdown or defect is excluded.

We are not liable for any loss of data stored on defective units.

The equipment has to be returned to us after termination of the contract within 14 days.

We may charge you compensation for inconvenience of CHF 500.– if you do not return the equipment to us within this period. We shall also charge you for any replacement costs as a result of damaged or severely depleted units.

27. Data protection

We take care to treat your personal data carefully and only use them within the scope of the Swiss data protection law.

You allow us to pass your data to a third party instructed with handling customer relationships and collection of outstanding accounts as well as to our holding and subsidiary companies, both domestically and abroad. Additionally, you agree to use your customer data for marketing purposes, unless you have expressly prohibited us in writing from using your data for marketing purposes.

28. Place of jurisdiction

The contract is subject to the law of Switzerland. The place of jurisdiction is Zurich, subject to overriding statutory provisions to the contrary. We should like further to refer you of the possibility of appeal to the arbitration office under the BAKOM [Federal Office of Communications] in the event of disputes.

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