

General Terms and Conditions (GTC)

July 2023

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

The GTC apply to all entertainment and telecommunications services under the brand name «UPC». 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. 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.-) 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 or 24 months and will continue thereafter on an open-ended basis. Following expiry of the minimum term, you may terminate the contract at any time with notice of 2 months in advance of the end of the relevant month.

Contracts may only be canceled by telephone (0800 900 210, toll-free within Switzerland) or via UPC chat. See upc.ch/cancellation for details. **Cancellations in the form of letters and e-mails are not valid.** Written cancellations are still accepted in the case of cancellation with phone number porting, provided such written cancellation is submitted by the new provider in electronic form on behalf of the customer within the context of the porting process. 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 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 hereby undertake to treat your customer data with all due care and only to use it in accordance with the Swiss Data Protection Act. You agree that we are entitled to pass your personal data to third parties whom we have retained to handle customer relationships or collect outstanding invoice amounts.

You agree that we may involve third parties such as manufacturers and suppliers in countries with different data protection standards who, in the provision of maintenance or other services (e.g. call centres) from abroad, may access your personal or telecommunications data on UPC systems and process this data at their locations abroad. These third parties are contractually obliged to comply with the measures required under applicable Swiss law for the processing of personal and telecommunications data. If you purchase services from a third party, we shall be permitted to pass on the customer data to the third party

for processing, which the latter requires to fulfil the contractual obligations towards you.

You further agree that we may use your customer data for marketing purposes for ourselves, our parent companies and subsidiaries as well as for partner networks and partner companies we have retained, both domestically and abroad, for our marketing purposes, unless you have expressly forbidden us in writing from using your data for marketing purposes.

You also agree with UPC carrying out a credit check before activating the services. On the strength thereof, UPC shall be entitled if need be to refuse to provide you with the service.

15. Price adjustment due to inflation

In addition to article 8, UPC may adjust the price for each service once a calendar year in line with the inflation. The inflation is calculated according to the Swiss Consumer Price Index of the Federal Statistical Office (CPI Basis December 2020 = 100 points). The starting index is the level of the CPI on January 1st, 2024. If UPC does not make a price adjustment for a service in a calendar year, this right does not expire in subsequent years. **In the event of a price adjustment due to inflation, the customer is not entitled to prematurely cancel the service.**

16. Place of jurisdiction

The place of jurisdiction shall be Zürich, subject to mandatory statutory provisions.

Sunrise LLC

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