



TELEBOY

GENERAL TERMS AND CONDITIONS (GTC)

1. SCOPE OF APPLICATION

Teleboy operates the online Platform "www.teleboy.ch" as well as applications and mobile apps (hereinafter collectively referred to as the "Platform"). Via the Platform, Teleboy provides various offers, e.g. TV, Internet or telephony offers, and provides supplementary Services related to these (hereinafter collectively the "Services").

These General Terms and Conditions (GTC) apply to all Services offered by myTV AG (hereinafter "Teleboy") and their use by natural persons or legal entities (hereinafter "Users"). By using Teleboy's Services at the latest, the User accepts the following terms and conditions unchanged and in its entirety.

The type and scope of the contractual Services are further determined by any applicable Special Terms of Use for the respective Services as well as the provisions of the respective contracts. In the event of contradictions, the provisions of the contract and any applicable Special Terms of Use shall take precedence over the GTC.

2. REGISTRATION AS USER

Registration as a User is required in order to use the Services. Registration as a User takes place via the Platform. The User is obliged to provide all information completely and correctly. Registration with false information or using a different identity is expressly prohibited. Teleboy may verify the information and identify the User, but is not obligated to do so.

Teleboy reserves the right to refuse registration to individual Users without stating reasons, to delete registrations that have already been made without a current subscription or to block the corresponding User's access to the User account, in particular if the Services are not used in accordance with the contract.

After successful registration, the User receives a personal account (hereinafter "User Account"). The login and access data to the User Account are personal and non-transferable. The User is obliged to keep the login and access data confidential at all times and not to make it accessible to third parties. The respective User is solely responsible for the safekeeping of the login and access data. All uses and transactions made via the User Account are attributed to the respective User and are binding for him.

3. SERVICES OF TELEBOY

The current scope of Services is described on the Platform. Teleboy's terms and conditions accessible via the Platform apply to all Services. Teleboy may change the Services offered and the scope of Services at any time without giving the User any right to compensation.

Teleboy is entitled to have its Services performed by third parties. In this case, Teleboy shall only be liable for due diligence in the selection and instruction of the third party.

The User acknowledges that the Services offered are intended exclusively for Users resident in Switzerland and the Principality of Liechtenstein.

4. SUBSCRIPTIONS AND SERVICES

4.1 Ordering and Conclusion of Contract

Services are ordered via the Platform using the User Account.

Orders placed by the User are binding. The contract for the conclusion of a subscription between Teleboy and the User is concluded upon receipt

of the order confirmation under the condition precedent that a solvency check of the User, identity check and technical feasibility check performed by Teleboy do not prevent the conclusion of the contract.

In the event of premature cancellation or termination of the contract by the User after the order has been placed, the User shall be charged a processing fee of CHF 70.00 and any third-party costs actually incurred.

4.2 Connection Costs and Removal

Where necessary, the User is responsible for providing the required connections (in particular Internet).

The User shall bear the costs for the on-site connection in the event of a new subscription or relocation of the User.

The User shall notify Teleboy of a removal at least 30 days in advance. In the event of late notification, Teleboy cannot guarantee the timely rerouting of a connection and assumes no liability for any costs and damages incurred by the User.

If a current subscription can no longer be used due to missing connections, the User shall not be entitled to a refund of the subscription fee.

4.3 Beginning, Duration and Termination

Subscriptions for Services (for TV see Section 8 below) may be terminated by Teleboy or the User with 60 days' notice to the end of a month. An initial contractual minimum term in accordance with the order confirmation remains reserved. In the event that the subscription is terminated prior to the expiry of the agreed minimum term or on a date not agreed, the subscription shall end upon expiry of the minimum term or on the next possible termination date. A refund of the subscription fee is excluded.

For the offers under "Teleboy Home", the minimum term is 12 months, unless otherwise agreed. After expiry of this minimum term, the offer may be terminated with 60 days' notice to the end of a month.

Teleboy reserves the right to terminate the subscription at any time without notice or to temporarily block the User's access to the Services if the User uses the Services unlawfully or in violation of these GTC or is in default of payment of subscription fees. Temporary blocking of access does not release the User from his obligation to pay under the current subscription.

Termination must be made via the User Account or by registered letter sent in due time to the following address: myTV AG, Abteilung Abos, Seestrasse 513, 8038 Zürich.

4.4 Consequences of Termination

Upon termination of the subscription, the User's right to access the corresponding offer ends and all settings made by the User in this regard may be deleted by Teleboy. Teleboy is entitled but not obligated to also delete the User Account or to temporarily block the User's access to the User Account.

4.5 Subscription Fee

In the case of TV subscriptions, the subscription fee is generally owed in advance for the agreed subscription period and is due upon conclusion or renewal of the contract.

In the case of other subscriptions or a combined subscription, the subscription fee shall be invoiced in arrears, generally on a monthly basis, and shall be due immediately upon invoicing.

4.6 Prices and Terms of Payment

The current Teleboy prices accessible via the Platform shall apply. The prices shown there or communicated by Teleboy are understood to be owed in Swiss francs and include value added tax.

Payments shall be made via the payment method stored in the User Account or selected during the ordering process and accepted by Teleboy.

The User is obliged to keep the information on such payment method (e.g. the deposited credit card) up to date in his User Account.

If Teleboy is unable to debit the User's deposited means of payment in the case of recurring subscription fees, Teleboy is entitled to suspend the Services or terminate the subscription with immediate effect (see Section 4.3).

If the User does not meet his payment obligation within the payment period, he shall be in default upon expiry of this payment period without further reminder and shall pay a default interest of 5%.

In the event of late payment, Teleboy shall be entitled to charge a processing fee of CHF 20.00 (per reminder) from the second reminder onwards.

All payments are final. There is no right of cancellation and the User is in no case entitled to a refund of subscription fees already paid. In the event of temporary deactivation of the Services due to an unpaid invoice, Teleboy shall be entitled to charge a processing fee of CHF 50.00 for reactivation.

4.7 Price Changes

Teleboy may change the prices and conditions applicable to the subscriptions at any time. The changes shall apply from the time they are posted on the Platform.

If Teleboy increases the monthly subscription fees for subscriptions of indefinite duration, Teleboy shall notify the relevant Users in advance. They shall then have the opportunity to cancel their subscription with effect from the end of the next cancellation period. If no notice is given, the price increase shall apply automatically after the end of the cancellation period.

4.8 Hardware

The hardware provided by Teleboy to the User free of charge (e.g. WLAN router) shall remain the property of Teleboy for the entire term of the contract. Teleboy reserves the right to provide hardware that is as good as new, but not necessarily brand new. The User is responsible for the careful use of the hardware.

The hardware may not be used for any purpose other than the contractual purpose. In particular, it is prohibited to open the hardware and to interfere with the software and Hardware.

Teleboy shall be entitled to access the hardware at any time for the purpose of configuration, maintenance or optimization and/or expansion of the Services and to view, modify, update or delete any technical data contained therein.

Upon expiration of the contract period, the User shall return the hardware undamaged and complete within 30 days if the contract period was

less than five (5) years. If the User does not comply with this obligation, Teleboy reserves the right to invoice the non-returned device at the replacement acquisition value as well as the incurred expenses.

Devices and hardware that are the subject of a purchase agreement concluded between the parties (e.g. Apple TV) are excluded from these provisions. In this case, the devices shall remain the property of Teleboy until the purchase price has been paid in full.

The manufacturer's warranty shall apply exclusively to devices purchased by the User. The warranty claim shall be governed by the terms and conditions of the respective manufacturer and only against the manufacturer.

5. PERMITTED USE

The User agrees to use the Services only lawfully and in compliance with his obligations under these GTC and any other terms of use.

The use of certain content accessible via Teleboy's Services (e.g. erotic offers) may be reserved for persons of a minimum age (e.g. 16 or 18 years). The User undertakes to take appropriate measures to ensure that no persons under the relevant minimum age use this content using his/her User Account.

The User is obligated to indemnify Teleboy, its bodies, employees and other auxiliary persons against any claims of third parties asserted against Teleboy as a result of the User's unlawful use of the Services or use of the Services in violation of these GTC. The damages to be indemnified shall also include the costs of legal representation of Teleboy for the defense of the asserted claims.

6. INTELLECTUAL PROPERTY RIGHTS

Any intangible property rights associated with the Services or the hardware, in particular the software, shall remain with Teleboy or the respective rights holder. The User shall receive a non-transferable, time-limited and non-exclusive right to use these rights in accordance with the contract (see Section 5). The User is not entitled to any further rights.

7. WARRANTY FOR SERVICES

Teleboy shall endeavor to ensure that the Services are available in good quality in accordance with the current state of the art. Interruptions will be remedied as quickly as possible. To the extent permitted by law, Teleboy excludes any warranty for the Platform, the applications and the Services provided via them.

In particular, Teleboy makes no representation or warranty as to completeness, accuracy, reliability, uninterrupted availability, operability, quality or for specific results, absence of defects or the like.

In particular, Teleboy does not provide any guaranteed minimum bandwidth for the Internet connection. The stated transmission speeds are to be understood as the best possible performance. The actual Internet speed depends, for example, on the User's connection, the distance to the nearest telephone exchange, the quality of the lines or the house wiring or other external factors and may therefore be lower than the maximum Internet speed indicated.

The installation of the applications and the use of the Services are the sole responsibility and risk of the User. This also includes the User's responsibility for the provision and payment of all termi-

nal equipment (including the related system requirements) and communication Services (Internet connection or mobile connection with sufficient bandwidth) required by the User.

8. SPECIAL PROVISIONS FOR TV OFFERS

The TV offers/on-demand Services may only be used for private or (in the case of legal entities) internal company purposes and only in Switzerland or the Principality of Liechtenstein.

The User acknowledges that the content made available via the TV listings/on-demand Services is protected by copyright and may only be used in accordance with its intended purpose and in compliance with the copyright restrictions. In particular, any copying, recording, presentation or making available of the contents beyond the private use permitted by copyright law for the respective User is prohibited.

The User is prohibited from circumventing the technical protective measures (IP blocking) taken to ensure exclusive use of the TV offers/on-demand Services in Switzerland and the Principality of Liechtenstein.

TV subscriptions begin with activation by Teleboy and end after expiry of the specified duration. Premature termination by the User is not possible. The subscription will be automatically renewed at a charge for the duration of the previous subscription term if the User does not cancel the subscription at least 24 hours before the end of the specified duration.

9. LIMITATIONS AND EXCLUSIONS OF LIABILITY

Teleboy shall be liable to the User only for intent and gross negligence. Any liability of Teleboy for indirect or consequential damages (e.g. from loss of data or interruption of Services) is excluded. Mandatory legal regulations remain reserved.

Content that Users can access via the Platform using the Services is third-party content. Teleboy does not exercise any editorial control in this regard and is not obliged to do so. Teleboy is therefore not responsible for this content and excludes any liability for damage or injury resulting to the User from the use of this content. This exclusion of liability also applies to content on websites or applications that are not operated by Teleboy, but to which reference is made from the Platform or which refer to Teleboy's Platform.

10. APPLICABLE LAW AND PLACE OF JURISDICTION

The contracts between Teleboy and the User shall be governed by substantive Swiss law, excluding the conflict of laws provisions and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for all disputes between Teleboy and the User shall be the registered office of Teleboy. However, Teleboy shall be entitled to sue the User at his domicile.

11. FINAL PROVISIONS

Teleboy reserves the right to amend these GTC at any time. The GTC shall apply in the current version available on the Teleboy website.

The User may transfer rights and obligations arising from these GTC or the subscriptions concluded thereunder to a third party only with the

prior written consent of Teleboy. Teleboy is expressly entitled to transfer any of its rights and obligations to a legal successor or affiliated company.

Should one or more provisions of these GTC be or become invalid or unenforceable in whole or in part, the validity or enforceability of the remaining provisions of these GTC shall not be affected thereby. In this case, the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the economic purpose of the provision to be replaced. The same shall apply mutatis mutandis in the event that these GTC should contain a regulatory gap.

Zurich, October 2021