

1 Scope and Services

- 1.1 These General Terms and Conditions ("GTC") apply to the purchase and use of *MySports*.
- 1.2 *MySports* is a paid service provided by Sunrise LLC based in Opfikon (hereinafter "*Sunrise*") with TV channels and content in the sports and entertainment sector, which are offered via various platforms (e.g. TV Box, IPTV, OTT, Mobile, etc.) ("*MySports*").
- 1.3 *Sunrise* decides on the content of *MySports* at its sole discretion and may make changes to the scope, content or design of *MySports* at any time, in particular for legal or technical reasons.

2 Offer

- 2.1 *MySports* is offered directly through *Sunrise* or through an approved distribution partner ("*MySports Provider*").
- 2.2 The exact offer (incl. scope, duration, price) of *MySports* results from the service description on the corresponding website of *MySports* (www.mysports.ch) or the website of the corresponding *MySports Provider*.

3 Access Requirements

- 3.1 Use of *MySports* is subject to the conclusion of a subscription.
- 3.2 To receive *MySports*, a suitable terminal device incl. connection is necessary.
- 3.3 The quality of *MySports* may vary depending on the event, end device or connection of the customer.

4 MySports Provider

- 4.1 The conclusion of the *Contract* and invoicing is done by separate agreement via the corresponding *MySports Provider*.
- 4.2 If an order is placed via a distribution partner as *MySports Provider*, the *Contract* is concluded with regard to *MySports* in the name of and on behalf of *Sunrise*.
- 4.3 If you have any questions or complaints regarding the *Contract*, the invoice or the *MySports* offer, please contact the relevant *MySports Provider* directly.
- 4.4 Any deviating terms and conditions agreed with the *MySports Provider* regarding contract duration, termination and payment terms shall take precedence over these GTC.
- 4.5 The list of approved *MySports Providers* is available at www.mysports.ch/de/bestellen.

5 Terms of Payment

- 5.1 The customer undertakes to pay the invoiced amount by the due date indicated on the invoice. If no such date is indicated, a payment term of thirty (30) days at the latest shall apply. The Customer shall be directly in default upon expiry of the payment term.
- 5.2 Objections to the invoice must be reported by the customer in writing and justified before the expiry of the payment deadline. Otherwise, the invoice shall be deemed accepted by the customer.

6 Terms of Use

- 6.1 By concluding a *Contract*, the customer receives a limited, non-exclusive, non-transferable and revocable right to use *MySports*.
- 6.2 The content available via *MySports* is legally protected, in particular by copyright and ancillary copyright. They are intended exclusively for private use, any commercial use is prohibited.

- 6.3 *MySports*, the content and channels contained therein as well as individual excerpts thereof may not be modified, copied, redistributed, published or made available to third parties in any way (e.g. via P2P networks, streaming systems, by public performance, etc.).

- 6.4 Any unauthorized or illegal use or misuse of *MySports* and/or the *Contract* is prohibited.

- 6.5 *MySports* may only be used within the territory of Switzerland and the Principality of Liechtenstein.

- 6.6 The customer is responsible for the contractual use of *MySports*, even if it is used by third parties.

- 6.7 The customer is obliged to take appropriate measures to ensure that minors do not have access to inappropriate content.

- 6.8 For the performance of the *Contract*, third parties in Switzerland and abroad can be involved at any time.

7 Failure to Perform / Liability

- 7.1 No uninterrupted transmission of *MySports* is guaranteed, namely due to interference and interruptions.

- 7.2 *Sunrise* shall only be liable for intentional or grossly negligent breach of contract. Any further liability for direct damages, indirect damages, consequential damages as well as for auxiliary persons or for the loss of data is excluded.

8 Contract Duration / Termination

- 8.1 A *Contract* is created in each case by corresponding confirmation of the *MySports Provider*, but at the latest with the activation or use of *MySports*.

- 8.2 Unless otherwise agreed, in the case of monthly access to *MySports* ("Monthly Pass"), the subscription shall be automatically extended by a further month in each case and may be terminated with one (1) months' notice to the end of each term. In the case of yearly access to *MySports* ("Yearly Pass"), the minimum subscription term shall be twelve (12) months, after which it is automatically extended by a further month in each case and may be terminated with one (1) months' notice to the end of each term.

- 8.3 Cancellation must be made exclusively and directly via the respective *MySports Provider*.

- 8.4 The cancellation must be made directly via the corresponding customer portal. If such a termination option is not available or something else has been agreed, the termination shall be made in writing to the corresponding *MySports Provider*.

9 Blocking / Extraordinary Termination

- 9.1 *MySports* may be blocked in whole or in part, restricted to certain services or terminated without notice if i) there are indications of use in breach of the contract, ii) there are indications that the customer has provided incorrect or incomplete information, iii) the blocking is in the presumed interest of the customer, e.g. in the event of misuse by third parties, or iv) the customer is in default of payment.

- 9.2 The blocking can be maintained until the reason for the blocking ceases to exist. The customer may be charged CHF 50 each for a justified blocking and unblocking.

- 9.3 In the event of extraordinary termination, any claims of the customer shall become due immediately to the extent of the minimum

contract term or until the first ordinary termination date.

10 Transfer of Rights to Third Parties

- 10.1 The customer may not transfer its rights and obligations to third parties without the permission of *Sunrise*.

- 10.2 *Sunrise* may transfer all rights and obligations arising from the *contract* to third parties.

11 Privacy

- 11.1 Customer data is processed in accordance with Swiss data protection law and may be passed on to third parties in Switzerland and abroad in order to fulfill the services.

- 11.2 In addition, the privacy policies of the respective *MySports provider* apply.

12 Final Agreements

- 12.1 *Sunrise* reserves the right to amend these GTC at any time. Changes will be communicated to the Customer in an appropriate form and with a reasonable advance notice period of up to thirty (30) days.

- 12.2 These GTC are subject to Swiss law. The place of jurisdiction is Zurich. Mandatory places of jurisdiction under federal law remain reserved.

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