

Document

## Terms of Use TV7

Version

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### General Terms and Conditions of Init7

The General Terms and Conditions of Init7 regulate the conclusion, content and fulfilment of all contracts between Init7 on the one hand and its clients on the other. By placing an order, the client confirms that he has read, understood and accepted the General Terms and Conditions of Init7.

### Preamble

TV7 enables the reception of television programmes via apps within the Init7 network in Switzerland. The chargeable version Replay TV via log-in contains further functionalities.

### Requirements and obligations of the customer

Subscription to the basic TV7 services requires Init7 internet access, which is not part of the present contract. The chargeable features for further functionalities are charged separately via the connection bill after activation.

TV7 and the services available via TV7 are made available to the user only for personal and non-commercial use. Transfer of the user account to third parties is not permitted. The user is not permitted to make the access data for authentication and identification accessible to third parties or to pass them on to third parties.

The user may only use TV7 for his own private purposes. In particular, the user may not enable third parties to access or use the services, e.g. an undefined group of people by using the services in public areas such as cinemas, theatres, exhibitions, show rooms, hotels, bars, restaurants or other public spaces. Receiving or retransmitting the content as well as using the services in such spaces is illegal and violates third party rights, in particular copyrights.

### Charges

In the case of the paid version of TV7, monthly fees are incurred, the amount of which can be seen at <https://www.init7.net/en/tv/offer/>.

### Entry into force, duration and termination

The Replay TV contract shall come into force upon login and subscription to the service. The Replay TV service may be terminated at any time after expiry of the minimum contract period of one month.

Page

1/2

## Payment and default

The fee shall accrue pro rata after initial registration until the date of termination, but at least for one month. The billing is done on a monthly basis and on the invoice of the underlying internet connection of Init7.

If the customer has neither paid the invoice in full by the due date nor raised objections to it in writing and with reasons, he/she shall be in default without further ado and Init7 may interrupt the provision of the Replay TV service, take further measures to prevent growing damage and/or terminate the Replay TV contract without notice and without compensation. Termination of the Init7 internet connection automatically results in the termination of the chargeable version of TV7.

## Liability

Liability for slight negligence is excluded. Init7 is not liable in any case for possible damages of the clients from loss of data or software programmes not secured by the client. Init7 cannot be held responsible for disturbances, interruptions, user restrictions, for abuse and damage by third parties, for security deficiencies of the telecommunication network and/or the internet.

Init7 and its suppliers accept no responsibility for the correctness, completeness, up-to-dateness, legality and availability of contents which are created by third parties, which can be called up from third parties or which are made accessible via TV7. Liability for the loss of recordings is excluded.

Init7 shall not be liable if the provision of the service is temporarily interrupted, wholly or partially restricted or impossible.

## Changes in prices and services

Init7 reserves the right to adjust the TV7 offer at any time, in particular to limit, expand or otherwise change the range of receivable programmes at any time. Init7 will announce changes to the client on its website.

## Discontinuation

The client has no claim to a specific configuration or to the retention of the TV7 offer. Init7 is entitled at any time to discontinue TV7 in whole or in part.