



Terms of Use of Sky Switzerland SA for Sky Cinema® at blue

1. Services

1.1 Sky Cinema® (hereinafter "Sky Cinema") is a paid entertainment content service offered by Sky Switzerland SA to residents of Switzerland and Liechtenstein for private use.

1.2 Customer's contractual partner for the use of Sky Cinema is Sky Switzerland SA, Rue du Puits-Godet 12, 2000 Neuchâtel.

2. Conditions of Use

2.1 Prerequisite for the use of Sky Cinema at blue is a subscription agreement of the customer with blue Entertainment AG, Maschinenstrasse 10, 8005 Zurich, for the private use of blue Movie or blue Max (hereinafter collectively referred to as "**blue Max**"). In this respect, the General Terms and Conditions of blue for blue Max shall apply.

2.2 Sky Cinema can only be used by blue Max subscribers via blue Max. Customer queries regarding Sky Cinema are handled by blue Entertainment AG on behalf of Sky Switzerland SA.

3. Obligations of the Customer

3.1 The contents of Sky Cinema are legally protected, in particular by copyright and ancillary copyright. The content may only be used for the purposes expressly permitted in these terms and conditions and is intended exclusively for private use and may not be passed on to persons outside your household. In particular, the contents may not be copied, published or made available to third parties in any way (e.g. by means of streaming systems). In addition, the contents may not be used commercially in any way.

3.2 Sky Switzerland SA reserves the right to take legal action in the event of breaches of the contractual obligations, in particular those set out in section 3.1. The unauthorized forwarding of content via a peer-to-peer network, the publication, downloading or other distribution of content and/or the support of such actions is expressly prohibited and may lead to the enforcement of claims for damages by Sky Switzerland SA. In the event that the customer discloses login data to third parties (for example in restaurants, bars, hotels or clubs), Sky Switzerland SA is entitled to request a contractual penalty from the customer. This contractual penalty consists of the double annual subscription fee for the commercial use of Sky Cinema and may amount to a maximum of CHF 10,000.00. In this respect, the customer is entitled to prove that the misuse took place over a shorter period than the estimated annual period. In this case, the contractual penalty consists of the pro rata double subscription fee for the period in which the misuse took place. Sky Switzerland SA reserves the right to claim damages exceeding the contractual penalty. Furthermore, Sky Switzerland SA reserves the right to initiate civil and criminal law proceedings against persons who have used the services without authorization.

3.3 Area of Use

The contents may only be used within the territory of the Swiss Confederation and the Principality of Liechtenstein.

3.4 Encryption

All content is encrypted and provided with digital rights management (DRM), so that a digital license is required for use. The customer confirms that use will be in accordance with these license conditions and that the technology required to receive the programmes is installed. Accordingly, the use of Sky Cinema is limited to the end devices that are compatible with this access technology. The customer bears sole responsibility for his hardware, its compatibility and scalability for the DRM used by Sky Switzerland SA and/or blue Entertainment AG.

3.5 Protection of Minors

The customer is obliged and guarantees to take appropriate measures to ensure that minors are not given access; in particular, he must protect his login data accordingly.



3.6 Personal Data

The customer must immediately inform the customer service of blue Entertainment AG, which processes the data on behalf of Sky Switzerland SA, of any change in personal data (payment method, address, e-mail address and telephone number) relating to Sky Cinema that occurs after the conclusion of the contract.

4. Payment Conditions

Sky has commissioned and authorized blue Entertainment AG to collect or receive the fees attributable to Sky Cinema. In this respect, the payment conditions of blue Entertainment AG apply. For blue Max subscribers, the costs for Sky Cinema are included in the monthly blue Max subscription.

5. Liability

Sky Switzerland SA may remove any content at any time and without liability upon request from its licensors of the content.

6. Data Protection

Personal data is processed by blue Entertainment AG on behalf of Sky Switzerland SA. All information on data protection at Sky Switzerland SA can be viewed on the page www.sky.ch under the link "Privacy Policy".

7. Contract Term/Termination

7.1 The term of the contract and the notice periods for Sky Cinema follow the General Terms and Conditions of blue Max. Upon termination of the blue Max subscription, for any reason whatsoever, the Sky Cinema subscription shall automatically terminate without need for a separate notice of termination.

7.2 In the event of the termination of the cooperation between Sky Switzerland SA and blue Entertainment AG regarding the Sky Cinema offer for blue Max customers, the Sky Cinema subscription shall also terminate automatically without need for a separate notice of termination.

8. Transfer of Rights to Third Parties

The customer may not transfer his rights or obligations under the subscription contract to third parties without the consent of Sky Switzerland SA. In the event of a transfer of all rights and obligations of Sky Switzerland SA to third parties, Sky Switzerland SA will inform the customer four weeks in advance. The customer is then entitled to terminate the subscription contract about Sky Cinema at the time the transfer becomes effective.

9. Changes to these Terms of Use

Sky Switzerland SA may change these Terms of Use within four weeks if the change is reasonable for the customer, considering the interests of Sky Switzerland SA. The right to change does not apply to material provisions of the contractual relationship, in particular the type and scope of the agreed mutual services and the term. If the customer does not object to the change within the period set by Sky Switzerland SA, the change shall be deemed approved. Sky Switzerland SA will draw the customer's attention to this circumstance in the notice of change. Any changes to these terms and conditions will be communicated to the customer by blue Entertainment AG on behalf of Sky Switzerland SA.