

## General Terms and Conditions for Galaxus TV services

September 2025

**Please note:** Only the German-language original of these General Terms and Conditions for Galaxus TV services are legally binding. The English, French and Italian translations are provided for information purposes only and have no legal validity. By accepting these General Terms and Conditions, you automatically accept the German original.

**1 Scope, parties and components of the contract** These General Terms and Conditions for Galaxus TV (GTC), alongside the corresponding order and additional contract components, form the contract between Digitec Galaxus AG, Pfingstweidstrasse 60b, 8005 Zurich, Switzerland («Galaxus TV») and you («the customer») regarding the provision and use of Galaxus TV services and associated services («services»). The following documents are integral parts of this contract in descending order of priority:

- Tariff overview/tariff details
- Service descriptions and further conditions
- These General Terms and Conditions

In addition, the privacy policy for Galaxus subscription services (Mobile, Internet, and TV) applies. The contract components are available on [abos.galaxus.ch](https://abos.galaxus.ch) and are valid in their current version. Galaxus TV may also send the customer the contract components by e-mail. By concluding the contract, as in completing the registration/order, the customer confirms to have read and accepted all contract components and to have given correct details for themselves and any other users. Galaxus TV holds the customer liable for the correctness of information and/or for damages resulting from incorrect or insufficient information. In any case, the contractual components shall apply from the first use of the services, but no later than 14 days after conclusion of the contract. If the customer raises objections against all or individual contractual conditions within this period, the contract shall be dissolved without compensation. Galaxus TV services include TV services resulting from the provision of access to Galaxus TV. The type and scope of the services are determined by these General Terms and Conditions and the other contract components.

## 2 Commencement, duration and termination

### 2.1 Commencement and duration

The contract comes into force upon activation of the TV account via Galaxus TV and is concluded for an indefinite period. If stated, the minimum contract duration stipulated when the contract was concluded applies. The contract is concluded upon the customer's request and acceptance by Galaxus TV. The registration/order is considered as the customer's request. Galaxus TV shall decide at its own discretion whether the customer's request has been accepted and whether the contract has been concluded with the customer. A prerequisite for the conclusion and formation of the contract between Galaxus TV and the customer is, among other things, the customer's registration (incl. identification by means of an ID document). Galaxus TV may reject the customer's request without giving reasons. Galaxus TV accepts the customer's request by activating the TV account.

The TV account will not be activated until the customer has registered. If it turns out after completion of registration that the customer has provided incorrect or incomplete information or uploaded insufficient ID documents, Galaxus TV may demand the correction or completion of information or ID documents, or deactivate or remove an existing TV account without compensation. Individuals aged 18 and over residing in Switzerland or companies domiciled in Switzerland are entitled to conclude contracts.

### 2.2 Plan change

Galaxus TV may offer the customer a choice of different plans with different scopes of services and corresponding prices. The customer is entitled to switch to another plan type as long as these are offered by Galaxus TV. The applicable deadlines for this are visible in the customer account.

The contract period is not affected by a change of plan type. Billing is calculated on a daily basis.

Entitlement to a change of plan may be restricted, especially, though not exclusively, in the event of late payment.

## 2.3 Early activation

If the TV account is technically activated before the customer wishes to begin using it («preferred date»), the customer may begin using it early.

During the period between the technical provision of the account («activation date») and the preferred date, the customer is not entitled to any Galaxus TV services (point 3 Galaxus TV services). Nevertheless, the customer is obliged to comply with their contractual obligations during this period (point 6 Customer obligations/services). The exception to this is the obligation to pay plan fees, which are waived during this period.

## 2.4 Termination

### 2.4.1 Termination of the contract or individual TV accounts

The customer may only terminate their contract in their customer account («customer account»), which is accessible via [abos.galaxus.ch](https://abos.galaxus.ch). Terminations by letter or e-mail will not be accepted.

If the customer terminates the contract, all TV accounts and options assigned to the contract will be terminated at the same time. If the termination refers to a specific TV account, all options assigned to that TV account will be terminated at the same time. On the other hand, the termination of an individual TV account does not affect the existence of any further TV accounts. The notice periods specified on [abos.galaxus.ch](https://abos.galaxus.ch) at the time the contract was concluded apply. Termination without adherence to a specified notice period is only possible in exchange for payment of the monthly fees up to the regular termination date plus a processing fee, which are payable immediately. Deviating regulations in individual cases remain reserved.

### 2.4.2 Termination of options

Options may be terminated at any time subject to the notice period indicated in the customer account. If a minimum contract period is stipulated, options may only be terminated after this period has expired. However, the termination of an option has no impact on the existence of the TV account it is assigned to. Subject to a termination by the customer for good cause, the termination of options by the customer prior to expiry of the minimum contract period is only possible with the consent of Galaxus TV and is subject to cost consequences. The customer must make payment on all monthly recurring fees and paid services until the end of the minimum contract period (one-off payment). These fees are payable immediately.

The customer must also pay the aforementioned fees if the option in question or the TV account to which the option was assigned is terminated by Galaxus TV for good cause for which the customer is responsible. If Galaxus TV terminates the option or the TV account for good cause for which the customer is not responsible, the customer will not be liable to pay any fees.

### 2.4.3 Termination for good cause

If there is good cause, Galaxus TV has the right to terminate the contract, individual assigned TV accounts or individual options without notice and without compensation. Good cause will primarily exist if

- there are indications that the customer is using the services illegally, in breach of contract or improperly,
- a competent authority orders to cease making the services available to the customer,

- the systems of Galaxus TV, the network provider, the system provider, third parties or their use by the customer are impaired,
- there is reason to assume that the customer provided incorrect or incomplete information when concluding the contract or during registration,
- the customer is in default of payment or
- overriding public interests require it.

The possible resumption of a terminated contract has cost consequences for the customer in the form of fees, the amounts of which are published on [abos.galaxus.ch](https://abos.galaxus.ch).

If there is good cause, the customer has the right to terminate the contract or individual options without notice. Good cause will primarily exist if

- Galaxus TV culpably commits an ongoing serious breach of contract and does not remedy this within a reasonable period of time despite a warning by the customer,
- the customer permanently moves their registered office or place of residence abroad,
- the customer dies.

## 3 Galaxus TV services

### 3.1 General

Galaxus TV shall provide the customer with one or more TV accounts, through which they shall be able to access TV services. The service can be used by the customer, regardless of internet provider. Services are provided with the involvement of a TV-as-a-service partner («system provider») selected by Galaxus TV. Galaxus TV may consult additional third parties domestically or from abroad at any time in order to provide its services.

The scope of services provided by Galaxus TVs includes provision of a functional TV account. This enables the customer to tune into television programmes via the internet or the mobile network and watch them via an app on mobile devices (tablets, smartphones), smart TV apps, TV boxes or web browsers (computers). The scope of services may also include, for example, the option of delayed viewing, which includes the ability to pause, rewind and record programmes. Use of a TV account by multiple people at once (i.e. simultaneous use) is restricted to a limited number of devices.

Recorded programmes are stored on servers in Switzerland. These are available to the customer for as long as the TV account remains active. The number of recordings able to be stored depends on the individual TV plan. Upon termination of the contract, all saved recordings expire.

Galaxus TV services are only available for purchase in Switzerland. It is also possible to record or retrieve recordings from abroad, provided there is an internet connection.

A TV box is not included in the scope of services. The customer is free to purchase and install a TV box at their own expense. Customers are obliged to obtain information regarding the compatibility of Galaxus TV with various TV boxes themselves. Although Galaxus TV provides supporting information on [abos.galaxus.ch](https://abos.galaxus.ch), it does not guarantee compatibility.

Further details on the scope of services and technical requirements are defined in the service descriptions.

### 3.2 Additional paid services

In addition to the standard scope of services, Galaxus TV may offer additional services such as options, access to streaming platforms or access to paid TV channels. These may be subject to a charge and usually require the conclusion of a separate contractual relationship

with the respective third-party provider. The contractual terms and conditions of the respective third-party provider apply exclusively to these additional services. Galaxus TV may charge the necessary fees on behalf of the third-party provider. Changes to the third-party provider's offering or prices do not constitute an extraordinary right of termination for the service in question and/or the contract with Galaxus TV.

### 3.3 Family + Friends option

The Family + Friends option includes the possibility of integrating the TV accounts of several customers into that of one customer and managing them via this one account («Family + Friends customer account»). As a result, the associated customers generally benefit from a credit to the customer account, if and to the extent applicable. The management of the TV accounts that are included in the Family + Friends customer account («included TV accounts») as well as the payment of the associated invoices is carried out by the holder of the Family + Friends customer account («main customer»). As soon as the owner of an included TV account enters a payment method, the associated customer must cover their own costs. Separate and independent contractual relationships exist between Galaxus TV and the other customers whose TV accounts are included in the Family + Friends customer account («associated customers»). Accordingly, if an existing TV account is integrated into a Family + Friends customer account, no transfer of the respective contract to the main customer takes place and the respective associated customer remains the owner of their TV account. When a Family + Friends customer account is expanded with the TV account of a new customer, this new customer concludes a separate contract with Galaxus TV and becomes the owner of the TV account in question. The associated customer acknowledges and accepts that the management of their contract and TV account may be carried out by the main customer (e.g. installation of the TV app, termination of the TV account, etc.) and that the main customer has access to contract data as well as other data about the associated customer and their TV account.

If the associated customer has a customer account with their own login, they can manage their TV account themselves at the same time. The main customer and all associated customers acknowledge and accept that all associated customers can see information in the Family + Friends customer account related to the main customer and other associated customers (e.g. first name, initials and selected plan).

The main customer is obliged to pay the associated invoices (plan fees, option fees and any other amounts invoiced as a result of using Galaxus TV services) for all included TV accounts. This obligation does not end in the event of a change of plan and its associated tariff. The main customer is discharged of the obligation to pay invoices of an associated customer as soon as the latter enters their own payment method. The obligation to pay the respective invoices of the associated customer then lies with the associated customer. If a TV account is added to the Family + Friends customer account during the course of a calendar month, the main customer will be charged the entire plan fee and all other amounts incurred as a result of using the TV account in question for the full calendar month. The payment of invoices by the main customer is made with discharging effect for the associated customers. Galaxus TV is, however, entitled to assert its claims directly against the associated customers for their own respective services, e.g. in the event of payment gaps or non-payment. If an associated customer enters their own payment method mid-month, they will be invoiced for the full calendar month. Payment of invoices by the associated customer shall be made with

discharging effect for the main customer.

In addition, Galaxus TV is entitled to take appropriate measures regarding all connections associated with a Family + Friends customer account (e.g. blocking of services or termination of TV accounts) in the event of illegal or non-contractual use, misuse of individual associated TV accounts, or payment arrears or defaults, but only for TV accounts for which payment is made by the main customer.

### 3.4 Options

Options include extra functions such as skipping ads, additional recording functions or additional simultaneous streams. Options are either provided free of charge, included in the plan price or billed separately (i.e. usage-based).

The individual options available with each plan, their scope of services and contract duration are displayed on [abos.galaxus.ch](https://abos.galaxus.ch). Activated options are stated in the TV account. Galaxus TV does not guarantee continuous availability of options. In addition, Galaxus TV reserves the right to extend, restrict, suspend or otherwise adapt the options at any time. The restriction or suspension of an option has no influence on the existence of the contract or connection to which the option is assigned, nor does it constitute circumstances permitting the extraordinary termination of the contract.

### 3.5 Guarantee

Galaxus TV guarantees the careful provision of the contractually agreed services. Above all, Galaxus TV strives for high availability of its services and TV platforms. Platform faults that are within the control of Galaxus TV shall be rectified as quickly as possible. However, Galaxus TV does not assume any guarantee or assurance of

- the uninterrupted, disruption-free functioning and safety of the infrastructure or its services and safety,
- continuous, area-wide availability of services,
- a specific availability, completeness, up-to-dateness, accuracy and quality with regard to TV services, including information contained in broadcasted content (e.g. image, sound, recommendations or other data and text),
- the provision or maintenance of certain technical means (e.g. infrastructures, platforms, transmission technologies and protocols and user interfaces) and the provision or maintenance of services accessible through them,
- the integrity of data transmitted over or associated with the system provider or third-party networks,
- content or services created by third parties or retrievable from third parties, protection of the customer or their devices and data against malware, viruses, spam, Trojans, hackers, spyware, phishing attempts or other criminal acts by third parties,
- the prevention of data loss,
- safety precautions associated with the system provider's infrastructure intended to avoid damage to the customer's devices.

Galaxus is free to choose the technical means used to provide the agreed services, unless agreed otherwise by contract. These technical means include, for example, infrastructures, platforms, transmission technologies and protocols and user interfaces.

### 3.6 TV platform, maintenance and system requirements

For legal, technical or factual reasons, a TV signal at a certain location may deteriorate or be completely suspended.

Galaxus TV and/or the system provider reserve the right to temporarily restrict or interrupt services, e.g. due to maintenance and servicing work, the introduction of new technologies, the elimination of faults or due to capacity bottlenecks. The occurrence of such an event does not entitle the customer to extraordinary termination of the contract, an individual TV account, individual options or a refund of fees paid.

The system requirements for Galaxus TV are available online on [abos.galaxus.ch](https://abos.galaxus.ch). The availability of the service or individual functions depends on the technical characteristics and software version of the end device used. As a result, particular devices – or outdated devices – may not support Galaxus TV. No claims can be made against Galaxus TV due to incompatibility with individual devices.

### 3.7 Streaming quality, channel range and technologies

The specifications provided by Galaxus TV regarding streaming quality is non-binding. Galaxus TV does not guarantee a minimum streaming quality. The actual signal and picture quality may depend on various factors, such as internet connection, hardware used, geographical location or network load. As a result, it may generally be lower than the stated streaming quality.

Galaxus TV reserves the right to adjust the range of channels offered, their picture quality and/or individual functions such as replay at any time. There is no entitlement to a specific configuration of TV services, such as a specific range of channels or a specific picture quality. Should such changes be made, it does not entitle the customer to extraordinary termination of the contract, an individual TV account, individual options or a refund of fees paid.

### 3.8 Blocking

Galaxus TV may block or restrict TV accounts or other services in whole or in part without prior notice if

- there is good cause (point 2.4.3),
- the block or restriction is in the presumed interest of the customer, e.g. in the event of misuse by third parties, or justified doubts regarding compliance with payment obligations in accordance with point 5.3.

The customer will be informed of the block in an appropriate manner. The block or restriction may be maintained until the reason for the block or restriction ceases to apply. If the customer is responsible for the reason for the block or restriction, the obligation of the customer to pay for the affected services remains unaffected during the block or restriction. Furthermore, Galaxus TV may charge the customer a fee for blocking or unblocking the service in question in accordance with the fees published on [abos.galaxus.ch](https://abos.galaxus.ch), unless otherwise stipulated by telecommunications law.

### 3.9 Support

For support, FAQs and a contact form are available to the customer on [abos.galaxus.ch](https://abos.galaxus.ch). In addition, the customer can contact the Galaxus TV customer support team with support requests during business hours. Galaxus TV makes every effort to answer support requests as quickly as possible. However, it cannot guarantee specific response times.

### 4 Prices, tariffs and fees

The current prices, tariffs and fees published on [abos.galaxus.ch](https://abos.galaxus.ch) apply. Galaxus TV may also announce prices, tariffs and fees immediately before the use of a certain service. The payment obligation usually begins with the activation of the respective service, e.g. with the activation of the TV account. Unless otherwise stipulated in the contract, in particular in the tariff overview or the

tariff details, the following further provisions shall apply:

Options are charged in addition to the connection's plan price, unless expressly included in the scope of services of the selected plan.

- In the case of paid promotions or voucher campaigns that result in the reduction of a certain fee (e.g. plan price, prices for options, any activation fees etc.), no refund will be made if the fee in question is subsequently reduced.
- Discounts cannot be combined.

## 5 Invoicing and terms of payment

### 5.1 General

Invoices shall be based on the technical records of Galaxus TV. Galaxus TV may combine different invoices of the customer and invoice minor amounts together with a subsequent invoice. Open settlement units are billed as full units. Only services for which billing data exists are taken into account in billing. Objections to an invoice must be sent by the customer to Galaxus TV by e-mail within 30 days of receipt of the invoice, stating the reasons. If this is not done, the invoice shall be regarded as accepted by the customer. If the objections only concern a partial amount of the invoice, the customer shall pay the unobjected partial amount. Refund claims of the customer due to overpayments will be credited to the customer's invoice account and offset against the next invoice amount. Upon termination of the contract or termination of a TV account, all outstanding claims and amounts shall become due and payable. If receivables are still outstanding at the time of contract termination or are only claimed by third parties at a later date (e.g. costs for additional services provided by third parties), these may still be claimed after termination of the contract.

### 5.2 Payment methods

The customer undertakes to pay the invoiced amount by valid credit card or by TWINT. No other forms of incoming payments will be accepted. Payment via TWINT is only permitted for private customers. The payment method is stored in the profile for recurring payments. Only credit card providers specified on [abos.galaxus.ch](https://abos.galaxus.ch) will be accepted.

Billing or charging of the credit card or TWINT is done automatically on a retroactive monthly basis.

### 5.3 Default

If the customer does not fulfil their payment obligations, in particular because the debit cannot be carried out properly due to restrictions on the credit card or TWINT on the part of the customer, the customer shall be in arrears immediately and without further ado. Default also occurs if the customer raises objections to a partial amount of the invoice but does not pay the partial unobjected amount.

Galaxus TV reserves the right to charge default interest of 5%. In addition, the customer shall bear all costs incurred by Galaxus TV as a result of default in payment. In particular, after an initial free payment reminder sent by SMS or e-mail, the customer will be charged a fee of CHF 30.– per additional payment reminder. Galaxus TV is entitled to engage a third party for debt collection at any time. The customer must pay minimum fees for this and pay these directly to the third party called in. In addition to the minimum fees, the customer must pay individual expenses and disbursements necessary for debt collection to the third party involved. If the customer is in default of payments, Galaxus TV may, as far as legally permissible, interrupt the provision of services with regard to individual or all services, take further measures to mitigate damages and/or terminate the contract without notice or compensation.

## 5.4 Extraordinary usage behaviour

Galaxus TV is not obliged to monitor the usage behaviour of the customer. If misuse is suspected or if the customer's willingness or ability to pay is in doubt, Galaxus TV may immediately block all or individual services or demand collateral from the customer (e.g. in the form of an advance payment).

## 6 Customer obligations/services

### 6.1 Payment

The customer is obliged to pay for the purchased services in due time.

### 6.2 Legal and contractual use and misuse

For private customers, Galaxus TV services are intended exclusively for typical, average, personal use. For business customers, Galaxus TV services are exclusively intended for typical, average, commercial use. This refers to the typical use of the connection with end devices to receive TV services.

The customer acknowledges that the content provided is protected in whole or in part (copyright protection or other intellectual property protection). Processing, modification, duplication, readout from the end device or any other reutilisation of the content received is prohibited. In particular, the reception and broadcasting of such content in public places such as cafés, restaurants, hotels, cinemas, theatres, shop windows, etc. as well as the rental or recording of programmes for use outside of private spaces is not permitted. The customer is responsible for the legal and contractual use of the services. Furthermore, the services may not be used improperly, i.e. in a manner contrary to the contract or the law. The following in particular are deemed to be contrary to the law or contract and/or deemed as misuse:

- misuse or use that is not in accordance with the services' intended purpose,
- harassment or disturbance of third parties, in particular the obstruction of third parties,
- hacking (e.g. intrusion attempts into the infrastructure of third parties), spying on other users or their data and fraudulent attacks (e.g. phishing),
- transfer of the services, either for remuneration or otherwise,
- the provision of TV accounts in the form of publicly accessible use for third parties,
- provision of services such as website hosting and other services (VPN, download portal, etc.),
- distribution of unfair mass advertising (spam),
- distribution of harmful software (e.g. viruses, Trojans, etc.),
- connection of incompatible devices to the infrastructure of the system provider, or connection of devices which could damage the system infrastructure,
- unauthorised access or use of data, systems and network elements,
- excessive use that leads or may lead to system or network overload.

If Galaxus TV provides evidence or if there are indications that the use of the services by the customer deviates considerably from typical personal or business use or if the customer (or individuals they are responsible for) use the services in a way that is contrary to the law or the contract or misuses them, Galaxus TV is entitled to encourage the customer to use the services in accordance with the law or the contract, to change the services without prior notice without compensation (e.g. conversion to another plan), to block or restrict the services (e.g. by means of limits), to terminate the

contract or relevant connection without notice or compensation, take other appropriate measures and, if necessary, to demand compensation and indemnification against third-party claims. The same applies in the event of incorrect or incomplete information provided by the customer during contract conclusion or during their registration/order. If there are signs of illegal use, non-contractual use or misuse, the customer is obliged to provide Galaxus TV with information about their usage. Furthermore, the customer must notify Galaxus TV immediately via the contact methods indicated on [abos.galaxus.ch](https://abos.galaxus.ch) in the event of an established or imminent misuse of the services (including misuse at the expense of the customer).

### 6.3 Responsibility for use of the TV account

The customer is responsible for each use of the TV account, including use by third parties.

In particular, the customer must pay all amounts invoiced as a result of the use of services purchased from Galaxus TV. Galaxus TV may grant the customer the option of obtaining several TV accounts under the same contract. As the holder of the contract, the customer bears full responsibility at all times for the collection of personal data relating to all persons using their TV account, as well as for the payment of all invoices resulting from the use of these TV accounts. In the event of any illegal use, non-contractual use or misuse of TV accounts or in the event of payment arrears or non-payment, Galaxus TV is entitled to take appropriate measures.

If the customer provides their TV account or other services purchased from Galaxus TV to minors for use, they are responsible for compliance with the relevant provisions for the protection of minors.

### 6.4 Installation, internet connection and customer devices

The customer is solely responsible for installing and uninstalling the application(s) required to make use of TV services.

Galaxus TV may be used exclusively via the internet and is available regardless of the customer's chosen internet provider. A stable internet connection with sufficient bandwidth is required for use. The customer is responsible for ensuring a sufficiently stable internet connection.

Receipt of TV services requires the use of suitable, compatible end devices by the customer (e.g. smart TV, TV box, computer, notebook, smartphone, tablet etc.). The customer is responsible for the purchase, installation, functionality and legal conformity of these devices. Galaxus TV does not grant the customer any investment protection. The customer acknowledges that Galaxus TV is entitled to undertake technical analyses of their home network as relates to deficiencies in the quality of TV services and to make appropriate recommendations to the customer.

### 6.5 Security instructions, passwords, etc.

The customer must follow the security instructions provided or published by Galaxus TV. In particular, the customer must regularly secure data, carefully store access data (login) and not pass this data on to unauthorised third parties.

The customer must protect their devices and data against unauthorised access by third parties. They must take state-of-the-art measures to prevent their devices from being used for the distribution of illegal or otherwise harmful content, in particular unfair mass advertising (spam), fraudulent messages (phishing e-mails/SMS) and harmful software (viruses, Trojans, etc.).

### 6.6 Customer information

The customer must enter their personal details correctly during the registration or order.

The customer is obliged to keep their contract details, invoice information, e-mail address and details relating to people using associated connections up to date at all times in their customer account.

The e-mail address given by the customer and stored in the customer account is the primary delivery address of the customer. Accordingly, Galaxus TV shall typically send contract-specific information (e.g. invoices, reminders, changes to services and/or contract conditions, operational information such as maintenance work, etc.) to this e-mail address or makes this information available to the customer in another suitable manner (e.g. in the customer account). Information communicated or made available in this way shall legally be considered delivered. Galaxus TV is entitled to withhold its services until the customer has entered their data correctly and completely and has proven their identity. The customer's obligation to pay for the services remains unaffected.

## 7 Liability of Galaxus TV

In the event of breaches of contract, Galaxus TV is liable, unless it can prove that it is not at fault, for proven direct material damage and financial loss per claim up to the equivalent of the services purchased during the last contract year for the affected TV account, up to a maximum of CHF 50,000.–. Liability for indirect or consequential damage, in particular loss of profit and loss of data, is excluded to the extent permitted by law. Furthermore, Galaxus TV is not liable for damages resulting from illegal, non-contractual or improper use of its services by the customer (or people under their responsibility).

Galaxus TV assumes no liability in cases of force majeure or for damages for which Galaxus TV, the system provider or associated third parties involved in the fulfilment of the contract are not responsible or which are caused by the blocking or termination of Galaxus TV services. Force majeure includes all unforeseeable events and events for which neither party is responsible, including power outages and the occurrence of harmful software (e.g. viruses). In cases of force majeure, Galaxus TV is also released from its obligation to provide services.

## 8 Further provisions

### 8.1 Intellectual property

For the duration of the contract, the customer receives the non-transferable, time-limited and non-exclusive right to use the agreed services of Galaxus TV in accordance with the contract. The content and scope of this right are set out in the contract. The customer is not entitled to any further rights.

All rights to existing intellectual property or intellectual property arising from the provision of Galaxus TV products and services shall remain with Galaxus TV or the respective authorised third party. If the customer violates intellectual property rights of third parties and Galaxus TV is held liable, the customer must indemnify Galaxus TV in full.

### 8.2 Transfer

Transfer of the contract or of rights or obligations stemming from the contract by the customer requires the written consent of Galaxus TV. Galaxus TV is entitled to accept a change of party where the parties give their consent via the contact form on [helpcenter.abos@galaxus.ch](mailto:helpcenter.abos@galaxus.ch). Galaxus TV is entitled to transfer the contract or rights and obligations arising from it (including receivables) to third parties without the consent of the customer.

## 8.3 Further provisions

Galaxus TV reserves the right to change the services and/or contract terms (including prices, tariffs and fees as well as these GTC) at any time or to discontinue individual services. The customer will be informed of any changes in a suitable manner (e.g. via e-mail, in the customer account, via invoice or on [abos.galaxus.ch](http://abos.galaxus.ch)). This does not apply to changes to the range of channels, streaming quality or options. Galaxus TV shall notify the customer of changes which are associated with a considerable disadvantage for the customer (e.g. a considerably higher price for the TV account, or the suspension or significant restriction of a service) in advance and in a timely manner. In this case, the customer may terminate the contract at the time the change takes effect without incurring any costs. If the change relates to a specific service (e.g. an option), the right of termination refers exclusively to this service. If the customer fails to terminate the contract, the changes shall be considered accepted. Price adjustments resulting from a change in legal requirements (e.g. an increase in the VAT rate) and price adjustments made by third parties (e.g. value-added services) do not entitle customers to terminate the contract. Galaxus TV may submit one of the following replacement offers to the customer after receipt of the termination notice:

- the full or partial continuation of the existing contractual conditions or
- compensation of the additional costs incurred by the customer as a result of the change by appropriate means.

If Galaxus TV lowers prices, it may simultaneously adjust any discounts granted.

Any changes requested by the customer or customer-specific collateral agreements, changes or supplements require the written consent of Galaxus TV.

## 8.4 Settlement

The customer waives their right to settlement with respect to all claims against Galaxus TV.

## 9 Applicable law and place of jurisdiction

The contract shall be governed by the laws of Switzerland. **Place of jurisdiction is Zurich.** Mandatory places of jurisdiction (e.g. in the case of consumers the place of jurisdiction at their domicile in accordance with Art. 32 ZPO) remain reserved.