

# DIGITAL CONNECTION SUBSCRIPTION AGREEMENT

BETWEEN : **Valaiscom AG (network operator)**AND: **User of the digital connection (customer)****BILLING/CORRESPONDENCE ADDRESS:**

COMPANY/NAME: ..... FIRST NAME: .....  
STREET, NO.: ..... POSTCODE/TOWN: .....  
TELEPHONE (HOME): ..... MOBILE: .....  
E-MAIL: .....  
DATE OF BIRTH: ..... NATIONALITY: ..... PERMIT: .....

**PROPERTY ADDRESS:**

COMPANY/NAME: ..... FIRST NAME: .....  
STREET, NO.: ..... POSTCODE/TOWN: .....  
FLOOR/LOCATION: ..... APARTMENT NO.: .....  
 OWNER-OCCUPIED PROPERTY  
 RENTAL PROPERTY  
NAME AND ADDRESS OF THE OWNER: .....

**TARIFF:**

PER UNIT CHF MONTHLY (INCL. VAT AND LEGAL DUTIES) NUMBER OF UNITS: .....  
THE SUBSCRIPTION FEES ARE PAYABLE FROM: .....

**PREFERRED PAYMENT METHOD:**

ANNUALLY (4% DISCOUNT)  HALF-YEARLY (2% DISCOUNT)  BY INVOICE  E-BILL  
 BY DIRECT DEBIT (BANK)  BY DEBIT DIRECT (POSTFINANCE)  PREPAYMENT

**PREVIOUS TENANT:****COMMENTS:****CONTRACTUAL PROVISIONS:** BY SIGNING THIS AGREEMENT, THE CUSTOMER EXPRESSLY AGREES THE ABOVE AND OVERLEAF CONTRACTUAL PROVISIONS.

PLACE/DATE

VALAISCOM AG

THE CUSTOMER



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**1. SERVICES PROVIDED BY THE NETWORK OPERATOR**

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The network operator supplies the customer with a digital connection. The prerequisite is that the property is connected to the broadband communication network (connection and user agreement). The range of channels is subject to change, in particular as a result of channels being discontinued or due to conditions of the broadcaster, changes in broadcasting technology, changes in customer requirements, official regulations, etc. The network operator is in no way responsible for the content broadcast. Televisions with a hyperband tuner are required for all channels within the frequency range of 300 to 450 MHz. Equipment with a teletext decoder is required in order to receive teletext.

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**2. TERM OF AGREEMENT AND TERMINATION**

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This Agreement shall enter into force upon signature. The Agreement may be terminated by either party with three months' notice. In case of a promotion, the Agreement may only be terminated once the promotion has ended with three months' notice. Notice of termination must be provided in writing and as of the end of a month. The network operator is entitled to have cancelled connections sealed. The owner or tenant of the property must grant the network operator access to the property for the purpose of sealing the connection subject to prior notification of 48 hours.

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**3. PAYMENT TERMS**

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The operating costs are payable in advance as of the beginning of the month. The customer can choose between half-yearly or annual payment. In case of annual and half-yearly prepayment of the operating costs, the network operator grants a discount of 4% or 2% respectively. The payment obligation commences in the month following the commissioning of the in-house installation or occupancy of the apartment – but in any case at the latest three months after the network operator completed the in-house installation.

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**4. LATE PAYMENT**

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If in spite of receiving a reminder the customer fails to meet their obligations, the network operator shall be entitled to cut off supply to the property or apartment, etc. From the second reminder onwards, the network operator charges a reminder fee surcharge of CHF 20 per reminder. The foregoing is without prejudice to the assertion of the residual claim and of the costs associated with the cut-off (sealing).

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**5. TARIFF ADJUSTMENT**

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The network operator is entitled to unilaterally change the tariffs and to adjust them as necessary to suit new circumstances.

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**6. MISUSE**

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Removing seals, connecting to the broadband communications network in any form whatsoever or expanding the installation outside of the contractual agreement constitute misuse and may result in legal action. In addition, the full compensation for damage is payable to the network operator.

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**7. ACCESS FOR INSTALLATIONS AND INSPECTIONS**

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The network operator and its contract workers are entitled to enter the connected premises after prior notification (at least 48 hours) in order to carry out the necessary clarifications, sealing work and inspections, etc.

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**8. LICENCE FEES**

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The Swiss licence fees for radio and television are payable by the individual customer directly to the contracted collection agency.

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**9. SEALING AND UNSEALING**

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When changing apartment, the necessary sealing and unsealing work is performed free of charge. If the customer wants to cut off their digital connection during the term of their subscription for a certain period, the network operator charges a fee of CHF 80 incl. VAT for sealing and the same fee again for unsealing at a later date.

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**10. DEVICE SETTINGS**

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The network operator is not responsible for setting up or programming radios and televisions, VCRs, etc. Where device settings are concerned, the network operator asks its customers to contact a specialist radio and TV dealer directly.

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**11. CHANGE OF APARTMENT**

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The customer shall provide written notification of a change of apartment thirty days before moving out, specifying the new address.

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**12. TRANSFER OF RIGHTS AND OBLIGATIONS**

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The network operator is entitled to transfer its rights and obligations under this Agreement to a third party.

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**13. APPLICABLE LAW AND PLACE OF JURISDICTION**

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Swiss law shall apply. The place of jurisdiction is Brig-Glis.