



General Terms and Conditions

1. Validity

1. The present General Terms and Conditions (GTC) apply to all contracts concluded between Sky Switzerland SA (below *HollyStar*) and every physical person, major and Swiss or Liechtenstein resident (below the Customer).
2. *HollyStar* reserves the right to modify the GTC at any time. *Hollystar* shall notify the Customer of such change by email.
3. All services supplied by *Hollystar* are strictly limited to the Swiss and Liechtenstein Territories.

2. Offers

1. *Hollystar* enables the Customer to use the services "à la carte" or on a specific offer basis. The details, prices and the conditions of each offer are indicated on the website.
2. In case of offer changes, the current prices or conditions will be modified for the next period of invoicing or immediately in case of consumption « à la carte ».
3. The Customer can change from on offer to another at any time for the next period of invoicing.

3. Offers duration

1. All the Offers proposed by *HollyStar* are for unlimited period.
2. A minimal duration of the contract is sometimes proposed against specific prices or advantage for the Customer.

4. Suspension

Offers can be suspended upon Customer request during a period of maximum and not consecutive 3 months.

5. Video on demand (VOD)

1. All the Offers allow the access to the VOD services.
2. The VOD services are available on PC, Mac, connected TV or Tablets and Smartphones which have the *HollyStar* apps.



3. For the VOD rental service, the price and the expiration of viewing are specified for each title upon acceptance by the Customer.

4. For dematerialized acquisitions (Purchase VOD or Electronic Sale Through), works are accessible without limit of time or can be seen from the heading "My video library".

6. Options

1. *HollyStar* proposes to his Customers various options which can be chargeable according to the Offers.

2. The options are described on the website and can be modified at any time on the *HollyStar* sole discretion.

7. Prices and conditions

All the prices and conditions related to the Offers are available on the website.

8. Interruption of service

1. *HollyStar* cannot be held responsible in case of temporary or definitive interruption of all or any part of the wired, mobile network and/or the TV service of the Network Operator Wired of the Customer.

2. *HollyStar* could not be held responsible in case of disappearance, loss or deterioration including all damages susceptible to alter the materials necessary for the access to the VOD services.

9. Invoicing and terms of payment

1. The Customer chooses the payment method among all the possibilities offered by *HollyStar*. The accepted payment conditions are credit cards (Visa, MasterCard, American Express) and PostFinance Card.

2. If the invoice is not paid by the Customer at the due date, the Customer will immediately be considered in default of payment. Fees and expenses for reminders and warnings will be charged to the Customer.

3. In case of default of payment, *HollyStar* can, without former warning, suspend the account of the Customer until receipt of the total payment of the due amount increased by extra fees and/or caution.

4. If the invoice is not paid despite of a last warning, the account is closed. *HollyStar* may bring a legal office to collect the debt at Customer's costs and expenses.



10. Termination

1. Offers are terminable for the end of the period selected during the registration, by phone on 0848 700 720 during working days from 14:00 till 19:00 or through the website on the space « My account ».
2. No termination is necessary for Customers who have chosen a way of consumption « à la carte ».

11. Immediate termination

1. In case of non-respect of the contract or the GTC, misuse of the services, default of payment or all other damages caused by the Customer to *HollyStar*, *HollyStar* is allowed to cancel the contract with immediate effect by e-mail, without prejudice for its other rights.
2. When this Customer committed himself for a minimal period, he will have to settle processing fee of CHF 150.-.

12. Early termination

When the Customer cancels his Offer concluded for a determined duration before the term he will be charge for the ordinary deadline planned for his offer. He will have to support CHF 150.- for processing fees.

13. Property and right of use

1. Except for the purchase VOD, all supports and rental made available to the Customer by *HollyStar* remain the exclusive property of *HollyStar* and are intended for a personal use by the Customer. They cannot be lent, sublet, copied, assigned, nor provided more generally to third parties in any form.
2. The programs accessible by the Customer are digital files protected by the Federal Act on Copyright and Related Rights and international legal provisions. They are exclusively reserved for a private use.
3. Any use outside this scope is strictly prohibited, in particular the resale, the exchange, the rent of the digital files or their transfer to third parties, and exposes his author to legal and penal proceedings.
4. The systems of protection of the digital technologies rights ("Digital Rights Management" or DRM) allow to check their use and have for objective to offer to the Customer a maximum of flexibility in the recordings use while protecting the rights holders on the programs.
5. The Customer commits himself not to bypass neither violate this DRM system necessary to the use of *Hollystar* services, nor to encourage third parties to make such acts.



6. The Customer commits himself not to violate the *HollyStar* interests and beneficiaries by damaging or by removing, in full or in part, the management of rights (DRM).

7. The services supplied by *HollyStar* are intended for a strictly private use according to the applicable Swiss legislation regarding audiovisual property rights (SUISA, SSA and SUISSIMAGE), any public distribution or outside the family frame is forbidden.

14. Movie selection and protection of minors

1. *HollyStar* proposes programs with pornographic character. Those programs are prohibited to children less than 18 and strictly reserved to an advised adult public. Those programs are not accessible from mobile apps using iOS and Android operating systems.

2. The Customer can reach such programs on computers from a reserved space protected by a parental code which will be defined during the Subscription. The Customer is solely responsible for the preservation and for the safety of his access code.

3. Every person who would allow minors to have access to such programs exposes himself to penalties.

4. In no way, *HollyStar* can be considered as associate, instigator or accomplice of a violation as per items 187 or 197 of the penal code.

15. Website access and safety

1. The access to online services is secured by a personal login and password.

2. The access to the online services for the « Adult » movie category requires a specific password.

3. The Customer commits himself to keep his confidential information with all the required diligence. The Customer is solely responsible for any excessive use of his confidential data.

16. Cookies

1. *HollyStar* uses cookies which facilitate the use of the service and allow to improve the supplied services.

2. When the Customer is using the service on his reception terminals, the servers automatically record information such as the URL, the IP address, the type and the language of the browser as well as the date and the time for each connection. Those cookies are temporarily stored in the reception terminal of the Customer and have a limited lifetime.

3. The Customer can oppose the implementation of those cookies by following the indicated procedure on the browser. However, it is specified that the use of the website could be altered in this case.



17 Responsibility

1. *HollyStar* cannot guarantee a trouble-free operation or without a service disruption to the Customer.
2. Without prejudice to any applicable legislation, *HollyStar* assumes no liability or guarantee on services supplied by third parties in particular for the technical compatibility of the supplied services and the multimedia equipment's or the availability of a service or a delivery.

18. Data protection

1. In the context of commercial trades, the information collected between the Customer and *HollyStar* will only be used for purposes of exclusive activities of *HollyStar*
2. Without express opposite information, the Customer authorizes *HollyStar* to send him any useful and advertising correspondence.
3. Upon specific disposition of the Swiss Federal act on data protection, the Customer must be allowed to access and to modify the data collected in the respect of the condition of the law.

19. Court of jurisdiction and applicable law

1. The place of jurisdiction is located in Neuchâtel, mandatory provisions of jurisdiction are reserved.
2. The contract and the GTC shall be governed by the law of Switzerland.