

General Terms & Conditions (GTC)

PREAMBLE

GVAX TV is defined as the services provided by GVAX S.A. GVAX TV is an online platform operated by

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Trade Register - Nr CHE-359.438.205
Trade Register of the Canton of Geneva

offering various services. In part GVAX TV makes available to its members remote antennas and satellite dishes to access and manage over the air and satellite broadcast television signals remotely via the Internet. The services are available on multiple terminals, for example, applications for mobile terminals, smart TVs and decoders or individual decoder, or other applications (software, such as the GVAX TV AIR and ULTIMATE application).

The services are subject to partial or total charges, fees based in part or entirely on criteria such as the region, the solution and the final device. Paid services are explicitly defined. The available services available may vary by region; more specifically, some TV channels available in one country may not be available in other countries.

GVAX TV is open to eligible members of the public, to enable them to watch live television using the Internet or Over The Air, Satellite or Wired Broadcasts.

Membership is free.

Use of the service is perfectly lawful provided that members abide by the terms of service, the full details of which are shown below.

By registering as a GVAX TV user, and / or upon receipt of GVAX TV services after the General Terms and Conditions (GTC) come into effect, you agree to the following General Conditions of Sale for the use of GVAX TV. These GTC apply to GVAX TV users where the GVAX TV services are available.

REGISTRATION AND THE SCOPE OF SERVICE

GVAX TV offers are for people from 16 years old; only these people have the right to register for services. The use of GVAX TV may be subject to charges for all or part of the services. At the end of registration and after receipt of registration, the user will immediately receive an electronic confirmation, once the registration is accepted. The contractual agreement between the user and GVAX TV is valid upon acceptance of the registration. Acceptance may also be conclusively indicated; more specifically, by activating the GVAX TV services.

The user confirms that all data provided as part of the registration is true and complete.

The user may use GVAX TV and its services available for personal use only and must refrain from commercial use. The transfer of a user account to third parties is prohibited.

The range of services available may vary by region; more specifically, some TV channels available in one country may not be available in other countries. We currently operate our own server network that provides our services between longitudes from -100 (Americas region) to +50 (Eastern Europe region), as well as latitudes from +60 (Northern Europe region) to +25 (North Africa region). Beyond these geographical limits, our services are no longer guaranteed. In addition, the availability of services may also depend on the end device and / or access to the Internet, for example, some TV channels, which may differ by region, may not be accessible by mobile communication. Details are available within the scope of the respective offers.

A service can generally be used on all terminals supported by GVAX TV. Restrictions, in particular technical restrictions, are described in the respective offers.

SERVICES SUBJECT TO FEES

GVAX TV reserves the right to change its business model at any time and, for example, provide some or all services only for a fee. If applicable, GVAX TV will publish the respective fees. The user can then decide at his discretion whether or not to accept the paid service or cancel. Fees for using a paid service are defined in the respective offer. The scope of potential services and restrictions is described in the offer as well.

By paying the service charge, the user is only allowed to use the services available on the designated terminals in the countries defined in the offer. GVAX TV must provide an overview of the paid services available, the scope of the service, the conditions of the services and charges including VAT.

Placing an order, in particular by clicking on the "Add to Cart" button, does not constitute a contract; the user places only one order. Before sending the order, the user can modify and / or review his data at any time. Once the order is placed, the user receives an electronic order confirmation immediately, indicating that the order has been accepted. The contractual agreement between the user and GVAX TV is only valid if the order has been accepted. Acceptance may also be conclusively indicated; more specifically, by activating the GVAX TV services. GVAX TV records the contracts and e-mails, the order data and the General Terms and Conditions of Sale on the user's account.

The fee is due for the entire duration of service. The payment methods described in the offer, such as credit cards and Stripe, will be accepted. The payment is usually processed by the contracted service provider for payment processing. If the contracted service provider incorporates its own terms and conditions, these explicitly apply to the payment process. The user must have a user account with the service provider. If the fees cannot be debited, the user is responsible for the costs incurred, if it caused the incident resulting in additional expenses. GVAX TV can send an invoice to the user by e-mail.

The simultaneous use of pay services on multiple terminals is described in the respective offers, for terminals at the same user's home or for mobile terminals belonging to the same user's home.

If the user does not remit the fee or if the discount is refused, GVAX TV has the right to block access to certain or all GVAX TV services.

FREE SERVICE WITH LIMITED DURATION

GVAX TV may offer paid services for free for a limited period of time. The selection of users entitled to participate in a free trial is at the discretion of GVAX TV. GVAX TV may revoke the provision of a free trial for justifiable reasons or change the scope of the service at any time.

GVAX TV is entitled to request payment information from the user at the beginning of the free trial. GVAX TV is authorized to bill the user for future use of the paid services after the free trial period has expired. The user must be informed regarding the offer and must accept it. The user has the right to cancel the subscription of the trial offer before the expiry of the trial period. Otherwise, the trial offer must be converted to a paid service.

OBLIGATIONS OF THE USER

The user does not have the right to disclose, make accessible or transfer access data provided or used for authentication and identification to third parties.

GVAX TV uses technical measures of regional restrictions (geo-filtering). The user agrees not to circumvent the technical measures. The user also undertakes to refrain from bypassing access control systems for paid content and / or the use of other measures for unauthorized use of GVAX TV, or the content displayed on GVAX TV.

The user agrees to refrain from posting or distributing on GVAX TV content that is in violation of the law, official orders or morality. The display or distribution of content violating the rights of third parties is prohibited. This also applies to pornographic content and content prejudicial to minors, as well as propaganda material from unconstitutional organizations or parties.

The user can use GVAX TV for personal use. The user can not grant user access or use of the services to third parties, for example a defined group of people, using services in the public sector, such as cinemas, theaters, exhibitions showrooms, hotels, restaurants, bars or other public facilities. Receiving or transmitting content, as

well as services in the environments mentioned below are illegal and in violation of the rights of third parties, in particular, copyrights.

User has no right to remove / remove or obscure copyright notices or references to trademarks / trade names or other rights of protection owned by GVAX TV, affiliated or third parties associated with GVAX TV.

The use of GVAX TV may be restricted to those who fulfill certain conditions (ex. legal age). The user must ensure that the services provided are only available to persons meeting the above requirements. In particular, the user undertakes to respect the regulations for the protection of minors against harmful media content.

It is the user's sole responsibility to establish whether the use they put to the service provided require authorization or registration with any third party, whether any fees or licenses for the receipt of TV programs or other broadcasting formats apply or whether any copyright royalties are due. Each User acknowledges and agrees that he or she will diligently and expediently comply with such obligations at all times and continue to do so for so long as they shall continue to use the service.

Users are required to respect and uphold all rights and intellectual property of those whose content is or may be made available using the services provided, which are provided for personal, private and domestic use of the individual member only and provided he or she is situated within the area for which the broadcast concerned is intended.

Users acknowledge that the Services may only be used if the legal and technical conditions are fulfilled. It is each users' sole responsibility to make sure that his or her computer, IT systems, software and components fulfill the system requirements in order to be able to use the Services and that the contract between the User and his or her ISP permit the use of the Services, in particular regarding bandwidth use. Users are solely responsible for the costs of accessing/using the services provided.

SPECIALIZED SERVICES

Applications ("Apps")

If the user accesses the services through an application, especially for cell phones, tablets, SMART televisions, set-top boxes and / or set-top boxes and has downloaded the app from the third-party App Store, more specifically, a regular producer of device and operating system (iTunes for iPhone and iPad, the Google Play Store for Android or any other app store), the Terms and Conditions of App Store are also applicable. In case of contradictions, these Terms and Conditions take precedence over the App Store Terms and Conditions.

The individual purchase steps for paid services are available in the app description and / or the App Store third party.

The app vendor of the respective App Store may influence the paid services available, and / or its terms or extension. Depending on the respective App-Store, the paid services may expire at the end of the agreed period without requiring cancellation, or the term of the contract may extend for a certain period of time, or indefinitely. The details are available in the respective offer of the application, and / or the General Conditions of App Store. To a certain extent the App Store can offer paid services cancellation options through an App Store menu option. Payment methods used by certain service providers as part of the proposal are accepted. This may also include payment methods offered by the respective App Store operators. If the service provider includes its own General Conditions on an individual basis, these provisions explicitly provide for a payment processing request. The user may have to open a user account with the service provider.

An application is copyrighted software. The user is granted to have simple, non-exclusive, non-transferable and revocable personal use rights. The user does not have the right to decompile, modify or modify the application beyond the legal limits. The user is further prohibited from assigning, renting or transferring the application or its contents in any way.

The user must consider third-party contractual considerations, in particular with the App-Store and / or its ISP, using the application.

By downloading or using the application, especially on third-party networks or a foreign country, the user may be subject to a transfer fee charged by his ISP.

RESPECT FOR COPY-RIGHTED MATERIAL

Users acknowledges that all Content made available in relation with the services provided by GVAX S.A. are subject to copyright and are for private, personal, domestic and instantaneous viewing at the time of receipt. Users may not temporarily or permanently store or copy any of the Content on its hard disk unless in accordance with Section 70 of the Copyright Designs and Patents Act ("the personal timeshifting exception") using the provided facilities, or on any other data carriers nor may User otherwise make the services and content available to third parties, e.g. by modifying, circumventing or removing any Digital Rights Management (DRM) functions and procedures, by selling, leasing, sublicensing, distributing, broadcasting, transmitting, modifying, translating or otherwise amending the services including conversions of content into other formats etc.

Users further acknowledge and agrees that also other third party data published on the GVAX TV website or otherwise made available in combination with the Services may also be copyright protected or otherwise protected by intellectual property rights and members undertake that he or she will not copy or otherwise use such data without the rights holder's consent or otherwise complying with the relevant law (e.g. Section 70 of the Copyright, Designs and Patents Act)

RECORDING OF CONTENT

GVAX TV does not record or copy any material, neither is it permitted to do so, although users may at some stage be provided access to utilities that may allow them to record content in their domestic premises, for personal and private use. Such a facility is permitted under the "home copying exemption" detailed in Section 70 of the Copyright Designs and Patents Act 1988.

Under the Terms and Conditions, the user has the right to record a number of television programs on his GVAX TV decoder for personal use (personal copy). The use of the personal copy allows the user to play and see his personal copy for personal use, during the contract period. The user may not transfer or make available his personal copy (or part thereof) to others for use on their devices. GVAX TV reserves the right to adapt, modify or delete the personal copy of the user and / or adapt the content or services available for legal reasons.

INTELLECTUAL PROPERTY

GVAX TV intellectual property

GVAX TV is pending registration as a trademark in various countries and some or all of the technology is subject to Patent Application in the Switzerland and elsewhere. Any use requires the previous written consent of GVAX S.A.

The software developed by GVAX S.A. and all data and information displayed on the website or any material so provided is copyright protected or otherwise protected by intellectual property rights and may not be used without the consent of GVAX S.A.

User copyrights

GVAX S.A. may operate forums, chat rooms, blogs and the like on its Site. GVAX S.A. does not claim ownership of such content provided by the users. Notwithstanding, by contributing to such formats, users confirm that he or she are the owners of such content and that it complies with all applicable legal provisions and the Terms of Service.

Users grant GVAX S.A. a world-wide, non-exclusive, sub licensable, transferable and royalty-free license to use, copy, distribute, transmit, process, modify, publicly display and perform or otherwise use such content in any media format, inter alia for promotional or advertisement purposes or for the improvement and further development of the Services. Users acknowledge and agree that his or her content may have to be modified in order to conform and adapt to technical or other requirements.

Further, by posting any content on the site, or submitting any content to the site, users acknowledge and agree that any of the content provided is not confidential and that GVAX S.A. may use such content for the aforementioned purposes without entitlement of compensation to users or liability of GVAX S.A.. This provision does not apply to personal information which is subject to the data protection provisions as established in these Terms of Service, except to the extent users themselves make such personal information publicly available to third parties by way of the use of services, the site or otherwise.

Content Copyrights

Nothing shown, contained or referred to within or on this site shall be deemed to infer any claim to ownership of any copyrights or intellectual property in any of the content displayed or available to members.

All rights, copyrights and intellectual property are owned by their respective broadcasters and/or producers, and such ownership of all intellectual property belonging to others is duly acknowledged.

Any marks, logos, get-ups or brand identifiers are used solely to identify the channels carried by GVAX S.A..

ADVERTISING

When using the services, advertisements may be visible and audible on the TV channels displayed. User acknowledges and accepts that GVAX S.A. is neither responsible nor liable for the content of such advertisements nor for the compliance of such advertisement with applicable laws.

GVAX TV is entitled to use advertising materials, for example, when activating services or a TV channel. The user can ignore this type of advertising to the extent permitted by law based on the information provided by the user or its use of services.

Details regarding the protection and use of data provided by the GVAX TV user are available in the Privacy Policy. The Confidentiality of the Declaration Law is a valid element of these Terms and Conditions.

LIMITATIONS OF LIABILITY AND EXCEPTIONS

GVAX TV is liable only on the basis of the following criteria: GVAX TV is liable without limitation for damages for which GVAX TV, its legal representative, management personnel or subcontractor are liable for intentional or negligent actions. The limitation of liability below does not apply to malicious acts, injury to life, body and health, breach of warranty and product liability law.

The user agrees to indemnify GVAX TV, its primary company, its subsidiaries, affiliated companies, executives, administrators, employees, agents, suppliers or subcontractors for all third-party claims against any or all persons mentioned above, if the user does not respect his obligations of these Terms and Conditions and / or the applicable laws. The user is responsible for all appropriate costs incurred by GVAX TV. The user has the right to evidence that GVAX TV has actually incurred lower costs. The indemnification obligation mentioned above does not apply if the user is not responsible for the violations.

Disclaimer regarding the right and title to the services provided

GVAX S.A. does not represent, warrant or claim, whether expressly or implied that it has any or all right and title to the services or that any specific service that is or may be provided do not necessarily violate third party rights.

Disclaimer regarding the quality of the services provided

The Services including the software provided by GVAX S.A. or by suppliers authorized by GVAX S.A. or made available by third parties is provided "as is". GVAX S.A. makes no express, implied or statutory representations, warranties or claims with regard to the quality, availability or performance of the Services or lawfulness as to use. In particular, but not limited to the following examples, GVAX S.A. does not represent, warrant or claim that the Services are up to date, merchantable, state of the art, accurate, legal, secure, reliable and free of defects, errors, bugs, spam, viruses, worms, Trojan horses, spyware, adware, malware, unauthorized third party access (e.g. hacking) or that they are appropriate for the purposes of User. GVAX S.A. does not represent, warrant or claim that any defects, errors etc. or any other disadvantages of the Services will be corrected. Further, GVAX S.A. does neither represent, warrant nor claim the continuous and uninterrupted accessibility and availability of the services, neither the timely provision of the services nor the error-free transmission of both services and content without loss of data packages etc.

Disclaimer regarding content

GVAX S.A. does not represent, warrant or claim, whether expressly or implied that the content or other third-party content provided via the services such as TV programs, advertisement etc. is accurate, complete, factual legal and that it does not infringe any third-party rights. GVAX S.A. does not warrant or assume responsibility for any product, application or service advertised or offered by a third party in combination with the use of the services or displayed on the site or otherwise made available for access.

GVAX S.A. is not liable for any violation of legal provisions or for damages of third party rights which result from the misuse of the user's personal details provided for the purpose of login.

DURATION OF CONTRACT, TERMINATION, REFUNDS

GVAX TV offers various services under varying conditions. Unless otherwise stated in the offer, the contract for the respective paying services is valid for the minimum duration subscribed. Thereafter, the contract is extended for the minimum subscribed period if it has not been terminated before the expiry of the minimum term extension with effect from the end of the respective period by the user or GVAX TV. The user has the right to use the service after termination until the end of the contract period. Paid services may be canceled in the user account or, if purchased in the App-Store, as indicated here, or by e-mail to info@gvax.tv. GVAX TV terminates the service contract via the email address provided by the user during registration. The right of termination for a serious reason is not affected.

An important reason for extraordinary termination of the contract is present if the continuation of the contractual agreement until the expiry date of the appropriate termination is not possible to the examination of all the circumstances related to the records and the interests of the user. Important reasons for GVAX TV include the following events: The violation of the law by the user; The breach of essential contractual obligations by the user. A reminder is not necessary.

In the event that GVAX TV terminates a contract, as well as the termination by the user, reimbursement of prepaid fees is excluded, unless the user terminates for an important reason depending on the extent of GVAX TV.

SERVICE MODIFICATIONS

GVAX S.A. reserves the right to change the content and structure of GVAX TV, as well as its services at any time. It also includes the introduction of mandatory fees for all or certain services, as well as a partial or total interruption.

TERMS AND CONDITIONS

Transferability

The user may not transfer or assign rights or obligations arising from these General Terms and Conditions (GTC) to third parties. GVAX TV is entitled to transfer or assign rights and / or obligations arising from these General Terms and Conditions.

Modifications

GVAX TV reserves the right to modify these General Terms and Conditions without giving any reason at any time. The recommendation for modification must be sent to the user in writing or by e-mail. Changes are considered accepted if the user does not object in writing immediately. If the user objects, the user and GVAX TV are free to exercise their right of extraordinary termination.

A respective termination will take effect when the changes are implemented. If the contract is not canceled and the user receives GVAX TV services after changes are in effect, the user accepts the modified GVAX TV services and the applicable modified Terms. Essential changes to these General Terms and Conditions require the consent of the user.

APPLICABLE LAW

We have used our best endeavors to ensure that our services comply with Swiss laws and where appropriate European Community law. However, we make no representations that materials on our website are appropriate or available for use in locations outside Switzerland. Those who use our services from other locations do so on their own initiative and are responsible for compliance with all applicable laws. If use of our services and/or viewing of it, or use of any material, content or Films on our website, or products offered through our website or services, or products offered through our website are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorized to view or use our website and services and you must exit immediately.

These General Terms and Conditions and the contractual agreement between GVAX TV and the user are subject to Swiss law explicitly.

APPLICATION

This version of the General Terms and Conditions (GTC) will come into effect on May 17, 2018. This version replaces all previous versions of GVAX TV's General Terms and Conditions (GTC).

May 2018 version
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