

1 Scope of Application

The subject of this service description is the Swisscom Service Dial-Up (hereinafter "Dial-Up").

2 Swisscom Services

2.1 Scope

2.1.1 Dial-Up

Dial-Up makes it possible to access the Internet with an analogue or ISDN connection at Swisscom surfing rates.

As long as costs to the customer remain unaffected and provided it is not to the detriment of the operation and efficiency of the agreed services, Swisscom reserves the right to make technical adjustments at any time.

2.1.2 Scope of Services

Dial-Up

- Data transmission rates for Dial-Up Internet access largely depend on the type of Dial-Up terminal used by the customer. The data transmission rates provided by the manufacturers of these terminals are the optimum rates and cannot be guaranteed. Reduction in speed can occur, depending on the cable length between the telephone connection and the local exchange and also on the quality of the copper cable.
- Monthly charges:
 - Dial-Up + Light Service Package: Surfing charges without monthly flat rates.
 - Dial-Up + Classic Service Package: CHF 9.- plus surfing charges.

For surfing charges, Swisscom's currently valid surfing rates apply in accordance with the "Swisscom surfing charge" price list to be found on the Swisscom Portal (www.swisscom.ch).

2.2 Support

2.2.1 Technical Support

In the event of a fault, customers can contact the Swisscom Helpdesk on 0800 800 800.

2.2.2 Maintenance Window

Swisscom undertakes to inform customers wherever possible, in good time, of service disruptions which are necessary to eliminate faults, carry out maintenance work and introduce new technology, etc. Swisscom endeavours to keep the length of such disruptions to a

minimum and wherever possible to carry them out during quiet periods. Information regarding this is published on the Swisscom Portal (www.swisscom.ch).

3 Customer Responsibilities

3.1 Obligation to Cooperate

3.1.1

Customers are responsible for the provision and setting up of all connections and hard and software components. They undertake to create and maintain the necessary infrastructure, in timely fashion and at their own expense, namely a connection to the telephone network (hereinafter the "network connection").

3.1.2

Customers are responsible for the network connection and for obtaining the agreement of the owner of the network connection, if different, to this contract.

4 Billing and Conditions of Payment

4.1 Billing

4.1.1

Dial-Up charges are billed monthly by Swisscom (in each case in combination with the Service Package selected by the customer). The obligation to pay commences the day after the customer has registered. A payment deferral initiated by the customer does not absolve them of the obligation to pay.

4.1.2

In interrupted months, the customer can be billed for each day at 1/30 of the monthly flat rate plus any charges incurred for surfing.

5 Guarantee

Swisscom is unable to guarantee either a minimum bandwidth or that the Dial-Up will function perfectly at all times without any disruptions.

Swisscom cannot be held liable for misuse or damage caused by third parties, for lack of security of the communication network or the Internet or for costs incurred for repairs and support services.

Swisscom is not responsible for making sure that information accessible on the Bluewin Website and on the Internet is accurate, up-to-date and complete (e.g. language, images, sounds and other data). This information does not constitute an offer or an



swisscom

Dial-Up

Service description

invitation to conclude business or any other transactions.

6 Special Provisions

The Dial-Up Internet connection can only be subscribed to in conjunction with a Swisscom Service Package (Light, Classic).

Swisscom endeavours to take economically reasonable, technically feasible measures in accordance with the contract in order to ensure the safety of the services. When using the Internet, the customer faces certain risks to their data protection, in particular: any unencrypted emails sent can be read, changed, deleted and delayed by unauthorised persons. Senders can be falsified. Entries in newsgroups, forums and chat rooms can be falsified or forged and used by third parties. Under certain circumstances, third parties can monitor Internet traffic in the World Wide Web (WWW) and intercept user names and passwords. Encrypting data increases the confidentiality and reliability of information. Firewalls can prevent unauthorised third parties from penetrating customers' networks. The customer is responsible for undertaking such measures.

7 Purchase of Dial-Up Terminals (Dial-Up Starter Kit)

Swisscom's scope of guarantee for the purchase of a Dial-Up terminal is defined in the certificate of guarantee, delivery note or sales receipt accompanying the device.

8 Cancellation

The contract can be cancelled in writing at the end of any month subject to 30 days' notice.

Swisscom reserves the right to terminate the contractual relationship regarding Dial-Up Internet access without notice if it is not used for at least 365 days. At the same time, the contract for the Service Package "Light" will be cancelled if this is included in the Internet access and the Service Package "Light" (and functions contained therein, e.g. email or SMS box functions) has not been used for at least 365 days.

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