

1 General provisions

These Offer Conditions apply to the Internet Security service from Swisscom (Switzerland) Ltd (hereinafter referred to as "Swisscom"). They shall apply in addition to the contract provisions which already exist between the Customer and Swisscom.

2 Performances by Swisscom

2.1 Scope of services

Internet Security (for Windows) comprises the following services:

- Internet Security provides a firewall to protect against attacks from the Internet in which unauthorised persons attempt to gain access to the Customer's data and/or programs.
- Internet Security protects against malware such as viruses, spyware, worms, Trojans and rootkits, through which unauthorised persons attempt to damage or misuse the Customer's data and/or programs.
- Internet Security allows restrictions to be placed on Internet access for children and young people by blocking certain websites on the basis of password protection and profiles, compiling whitelists and blacklists to individually permit/block websites and entering allowed surf times.

Internet Security (for Mac) comprises the following services:

- Internet Security protects against viruses, worms and other malware.
- Internet Security removes secretly installed software from the computer of the customer
- Internet Security comprises a Panic button which can immediately block all traffic to the computer of the customer

An up-to-date overview together with details of the various functions can be found at <http://www.swisscom.ch/internetsecurity>.

Internet Security takes action against malware in e-mails as soon as they are executed or stored on the Customer's computer. The provision of network-based filters, e.g. spam and virus filters for e-mail, are the responsibility of the Internet or e-mail provider.

Internet Security may only be used on computers belonging to the Customer.

2.2 Updates

The components of Internet Security required to detect viruses and other malware are updated automatically on a continuous basis in order to provide customers with maximum security while minimising their restrictions with regard to the use of online services.

Moreover, the Customer will be provided with new versions of the Internet Security software at no charge.

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3 Customer obligations

3.1 General usage requirements

An Internet Security subscription is only available to Swisscom customers who, as a minimum, have a fixed line or a NATEL[®] subscription with Swisscom and who have activated access to the Swisscom Customer Centre. If the Customer subsequently allows one of these requirements to lapse without substitution, the Internet Security subscription will automatically expire.

3.2 Software download

Internet Security requires the installation of third-party software. As part of the installation process, the Customer concludes a licensing agreement with the software manufacturer which primarily governs technical issues concerning use of the software. Customers are themselves responsible for downloading the Internet Security software and for the required hardware and software components and computer configurations. A separate subscription key is required for each computer to be protected.

3.3 System requirements

Usage of the Internet Security software requires that every computer equipped with this software meet the system requirements. An overview of the system requirements for Internet Security, updated on an ongoing basis, is published on Swisscom's portal and in the Swisscom Customer Centre.

3.4 Updates and operating system

Use of the full scope of services provided by Internet Security requires that the Customer install all updates (Section 2.2) over the entire duration of the subscription, use the currently-valid version of the Internet Security software (Section 2.2), employ a computer operating system that meets the current system requirements (Section 3.3) and keep it up to date at all times.

When installing a new version of the Internet Security software, the Customer can specify the time when installation should take place – subject to the impact this may have on the scope of the service. A new version of the Internet Security software could entail a change to the system requirements.

3.5 Impact on other services

The Customer accepts that certain online services cannot be used or, if so, only on a limited basis, as a consequence of Internet Security and its security settings.

4 Invoicing

Internet Security is invoiced monthly on the Customer's existing fixed or NATEL[®] line.

Unless otherwise agreed, the payment obligation shall begin upon activation of the service in the Swisscom Customer Centre.

5 Special provisions

5.1 Warranty

With the Internet Security service, Swisscom and the software manufacturer endeavour to provide the greatest possible protection against malware and in the Windows version additionally against attacks from the Internet and the blocking of access to certain websites in accordance with the actual state of the art and within the scope of the services provided (Section 2.1).

In addition to the limitations of the performance as set forth in the General Terms and Conditions, **Swisscom cannot, however, guarantee**

- the fault-free operation, quality and uninterrupted availability of Internet Security and its individual functions
- the fault-free operation of Internet Security on all terminal devices and in combination with all hardware and software components and operating systems
- absolute protection against hackers or phishing attacks, access and/or malware (spam, harmful software, spyware, etc.) on computers protected by Internet Security
- that attacks, third-party access or malware will not impair the use of other services or damage the Customer in some other way
- complete denial of access to blocked websites (applicable for the Windows version)
- the fault-free operation of the restricted surf times (applicable for the Windows version)

5.2 Liability

In addition to the liability provisions contained in the General Terms and Conditions, Swisscom cannot assume any liability for any damage sustained by the protected computer despite the fact that Internet Security software is installed and updated or if undesirable websites are accessible despite being blocked with the Windows version.

Swisscom excludes all liability, including in particular in the event of faults or loss of data, to the extent permitted by law. Liability for consequential damage or loss of profits shall always be excluded.

5.3 Duration and termination

Internet Security may be terminated by either party at the end of any month subject to a notice period of two months.

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6 Changes to the service

Swisscom is entitled to make changes at any time to the scope of services provided by Internet Security. Swisscom will notify the Customer accordingly.