

Flat Subscription International Conditions of the offer

1 Scope of application

- 1.1 These Terms and Conditions apply to Flat Subscription International offered to customers of Swisscom (Switzerland) AG.
- 1.2 The subscription applies per EconomyLINE or MultiLINE^{ISDN} access (including all MultiLINE^{ISDN} call numbers [MSN] listed on the same bill), and only to residential or business customers whose telephony traffic is provided by Swisscom (no Carrier Preselection of other providers).
- 1.3 The General Terms and Conditions for services of Swisscom and the Special Conditions Fixed Network Telephony also apply.
- 1.4 The monthly basic telephone access charge remains unchanged.

2 Conditions of the offer

- 2.1 With Flat Subscription International, customers can make telephone calls free of charge to fixed-line connections of a previously selected country from 7 p.m. to 7 a.m. as well as around the clock on weekends. **The upper limit for the discount per month is CHF 200.--.**
- 2.2 This offer only applies to accesses mentioned in clause 2.1. Any other access such as calls to mobile networks abroad, calls to business numbers (e.g. 090X), directory services including their call forwarding functions, calls made using cards, connections to the Internet or calls outside the defined time frame are calculated according to Swisscom standard rates.
- 2.3 The subscription charge also covers the first calls of the calendar month until the CHF 200 upper limit for the discount is reached. Once this limit is reached, additional calls will be charged at the standard rate. Credits that are not used within the calendar month will expire and cannot be carried over to the following month.
- 2.4 With the subscription, all the other discounts previously offered on the same access no longer apply (Global Volume, SME discount, Flexnet etc.).
- 2.5 The following special offers don't allow for cumulative discounts with Flat Subscription International and are no longer valid:
 - Halfprice Subscription International, Combi and Mini Combi
 - Evening Call and Weekend Call International
- 2.6 Swisscom is authorized to check the status of Carrier Preselection (CPS) during the subscription period.

3 Billing and payment terms

- 3.1 The reduced calling rates are shown in the section «Benefits received» of the Swisscom bill.
- 3.2 The subscription fee will be invoiced monthly and indicated at the «Subscriptions» position of the Swisscom bill.
- 3.3 As a rule, the subscription comes into force on the first working day after receipt of the application by Swisscom, and after that date the month's rate will be charged proportionally.

4 Change of the offer, duration of subscription, and termination

- 4.1 The minimum contract period for the subscription is twelve (12) months.
- 4.2 A subscription can be terminated by the customer at two (2) months' notice to the end of a month, but not before the end of the minimum contract period.
- 4.3 If customers terminate the subscription prior to the end of the minimum contract period, Swisscom will invoice the subscription fees to the end of the minimum contract period, i.e. the period of notice. After termination of the contract, the remaining subscription charges are due immediately.
- 4.4 Cancelling a telephone access equals the termination of the subscription.
- 4.5 Customers have the opportunity to change their pre-defined country. **With each change, the minimum contract period of (12) months starts again.**
- 4.6 Carrier Preselection (CPS) of another provider does not automatically lead to the cancellation of a subscription. However, in that case Swisscom is authorized to terminate the offer anytime. Clause 4.3 will then be effective too.
- 4.7 Swisscom reserves the right to amend the product at any time, to adapt or terminate the offer in any way. Swisscom communicates any changes to the customer in due form. If changes cause substantial disadvantages for the customer, he/she will be entitled to terminate the subscription by the date when the changed conditions come into effect, and without having to bear any financial consequences. The right of termination becomes void as soon as the changes come into force.
- 4.8 Swisscom reserves the right to cancel the subscription at all times if any misuse (**connections lasting over 3 hours, machine-to-machine, Internet etc.**) In that case, clause 4.3 also comes into force.