

1. Scope

Swisscom offers various services under the names Amico and Amico Plus.

Amico

Amico is a service of Swisscom (Schweiz) AG (hereinafter referred to as «Swisscom»), comprising of installation support for equipment and programs on the one hand, and support for problems with computers, home networks and mobile phones on the other hand. The Amico Service services are available to all people resident in Switzerland and the customer is billed on a service call basis (Amico Service is available at www.swisscom.ch/amico).

Amico Plus

Swisscom also offers some of the Amico Service services within the Amico Plus Service. Amico Plus includes support for problems with computers and mobile phones and the corresponding services are available only to Swisscom Internet customers (DSL) upon payment of an annual fee. In such cases the customer does not pay the full Amico costs but instead only a low deductible per service rendered (prices are available at www.swisscom.ch/amico). The Amico Plus Service is the subject matter of these terms and conditions. When a customer orders Amico Plus, he agrees to the terms and conditions of Amico (available at www.swisscom.ch/amico), as well as to these terms and conditions.

2. Services of Swisscom

General

Amico Plus provides the customer with the following services for a fixed annual fee and a deductible per service call (prices are available at www.swisscom.ch/amico):

- > Support with problems and questions relating to Windows operating system (XP, Vista, Windows 7) or Mac (OS 10.4 and higher), application software (such as Microsoft Office, OpenOffice, Adobe Acrobat, Outlook, Internet Explorer, Firefox, iTunes), as well as Internet applications (such as Facebook).
- > Support with problems and questions relating to installing new equipment such as printers, etc., in home networks, or extending home networks in general.
- > Support in setting up or fixing one or multiple existing e-mail accounts in an e-mail program (e.g. Microsoft Outlook).
- > Support in preventing systems becoming infected with viruses or spyware (installing antivirus programs, configuring firewalls, computer security checks).
- > Support with the synchronization of smartphones with the computer (synchronizing music, photos, videos and addresses). This is provided for the following operating systems: Android, Windows Phone 7 and iOS.
- > Other individual problems and questions relating to computers, home networks and mobile phones in consultation with the Amico expert.

Information on these services and the specific conditions are also available at www.swisscom.ch/amico. In cases where it is uncertain if the required service falls within the scope of Amico Plus, this can be clarified with the Amico team. Contact data is available at www.swisscom.ch/amico.

Service call of the expert

The service call of the expert is currently by telephone via remote access to the customer's computer. The service call of an expert in a shop is currently in the planning phase. Whether a service call falls within the scope of Amico Plus, and where and how the service call takes place shall be at the discretion of Swisscom.

No guarantee of success

Swisscom vouches to provide services reliably. However, the customer has no claim to the provision of a specific service. Swisscom explicitly provides no guarantee of success (for more information on guarantees, refer to the Amico terms and conditions).

Non-included services

The other services from the Amico range of service are not included in Amico Plus. In particular, the services of Amico Plus do not include services that require the visit of an expert to the customer's site, and the visit of the expert. These must be paid separately, even if there is no other way to solve the problem. It shall be at the discretion of Swisscom to decide in which cases this applies.

Scope of Amico Plus

The Amico Plus services can only be used by the person who has taken out the subscription and only for a maximum of three computers, three mobile phones and the usual peripheral devices, all of which must be owned by this person.

Amico Plus Terms and conditions

3. Services of the customer

To use the Amico Plus Service, the customer must have a Swisscom Internet connection (DSL).

The customer acknowledges that the expert may solve the problem by telephone via remote access to the customer's computer and that the service call on the telephone can only be provided if the customer permits remote access to his computer. If the customer refuses to allow remote access the expert will not carry out the requested service.

Other obligations to cooperate are regulated by the Amico terms and conditions.

4. Billing

The annual fee of Amico Plus shall be billed at the start of the term and thereafter annually together with the Swisscom Internet connection (DSL) via the bill of the connection on which the Internet connection was installed. If the customer and the network connection customer are not identical, the former shall be responsible for obtaining the approval of the latter to this contract.

5. Special provisions

No entitlement to use Amico Plus

Swisscom DSL customers are not automatically entitled to use the Amico Plus Service because it is not available to all DSL customers for technical reasons.

Termination of the service

Swisscom may terminate the Amico Plus Service at any time, in which case the annual fees shall be paid back pro rata.

Changes to the service, prices and terms and conditions of the offer

Swisscom reserves the right to modify the service, prices or terms and conditions at any time. Swisscom shall notify customers of any such changes in an appropriate manner.

If Swisscom raises the prices in such a way as to increase the overall charges payable by the customer or changes the contract to the significant disadvantage of the customer, the customer may terminate the contract prematurely, as of the point in time when such changes are to take effect, without being subject to any financial consequences. If he does not do so, that means that he has accepted the changes. Price changes made due to a change in duty rates (e.g. a VAT increase) shall not be deemed to be price increases and do not create an entitlement to terminate the contract.

Swisscom reserves the right to adjust the terms and conditions at any time. Swisscom shall inform the customers in an appropriate manner, in advance, of changes to the terms and conditions. If such changes create disadvantages for the customer, he may terminate the contract with Swisscom prematurely, as of the point in time when they are to take effect, without being subject to any financial consequences. If he does not do so, that means that he has accepted the changes.

6. Contract period and termination

Period

The contract shall come into effect, with retroactive effect to the time of ordering (online registration or ordering by telephone), through the payment of the Amico Plus annual fee. Amico Plus is a contract with unlimited term.

Termination

The contract can be terminated by both parties with a notice of 2 months to the end of the membership year.

The notice of termination can be served by telephone via the Swisscom Helpdesk or in writing to Swisscom (Schweiz) AG, Contact Center, 3050 Bern, or online in the Customer Center.

In the event of termination of the Swisscom Internet (DSL) or telephone connection by the customer, the contract for the Amico Plus Service terminates automatically. The already paid annual fee shall not be reimbursed.

If the customer violates the present contract or infringes the Fair Use Policy according to item 7 of these terms and conditions, Swisscom can terminate the contract with the customer immediately. The customer shall not be entitled to claim for a pro-rata reimbursement of the annual fee.

7. Fair Use Policy

Amico Plus may be used at most 12 times per year, for up to 45 minutes per session. One issue may be covered per session. If any given session lasts over 45 minutes, a second session will be deducted. If the customer requests additional sessions after the initial 12 of a given year, Swisscom may charge the customer the full amount for each additional session (prices can be viewed at www.swisscom.ch/amico).

The customer is not entitled to use the Amico Plus services for third party equipment.