

1. Scope of application

These package terms encompass Amico services from Swisscom (Schweiz) AG (hereinafter referred to as "Swisscom") for private customers. This does not include installation or fault removal for fixed network telephony, Internet, Swisscom TV or other Swisscom services which are not offered under Amico. For these and other products, Swisscom's terms of contract, which are separately published in each instance, shall apply.

2. Performance on the part of Swisscom

Available services (portfolio)

The services offered by Amico can be found at www.swisscom.ch/amico. If required, services and other devices and programs can also be provided upon the explicit request of the customer. The list of items available at any one time, as well as the corresponding conditions, can be obtained from the Amico team on request. The Amico team's contact details can be found at www.swisscom.ch/amico.

Provision of services

Swisscom shall provide the services which are agreed between the customer and Swisscom before order placement. At present, services are provided either via telephone with remote access to the customer's computer or on the customer's premises, by a Swisscom staff member or by a partner commissioned by Swisscom (both of whom are hereinafter referred to as "experts"). The provision of services in various Swisscom Shops is also planned. The services shall be provided according to the appointments arranged in advance with the customer. The services provided by Swisscom include correct execution of the respective tasks, namely the correct installation of the relevant programs, insofar as the respective prerequisites are met in the customer's domain. They do not include any guarantee of success. For instance, it cannot be guaranteed that computers infected with viruses can be freed of malware, or that the programs to be installed will run faultlessly. If, at the express wish of the customer, the expert takes a device with them to work on, this shall be noted down on the order and report sheet (on paper or electronically) along with the services to be provided by the expert and shall be confirmed by the customer. The provisions of the order and report sheet shall apply in addition to these terms and conditions of offers.

No entitlement to provision of services

There is no entitlement to the provision of certain services relating to computers, the Internet and multimedia. Swisscom shall decide, on the basis of the query and the customer's description of the problem, whether Swisscom is the suitable partner for solving the problem, as well as how and where the services are to be performed. The expert is entitled to get an idea of the feasibility of the service before agreeing to provide the service. The expert shall refuse performance if it involves services related to data, programs, websites, etc. which are illegal or offensive. This applies, for example, but not exclusively, to P2P file sharing and services involving offensive files and content, namely erotic sites, sites depicting violence, sites with racist content, etc. Such refusal is up to the discretion of the expert.

3. Performance/obligations on the part of the customer

General terms

The customer is obliged to make all arrangements necessary to enable the expert to provide the service. Namely, this includes the establishment of access to the relevant premises and devices, the provision or removal of all necessary passwords and the availability of the required programs and devices (minimum requirements: Windows operating system no older than Windows XP Service Pack 3 / Windows Vista Service Pack 1, or Mac operating system no older than OS X 10.4). The customer is also responsible for backing up all of their data in its current state (daily copy) in advance, e.g. on CD or another external data carrier. Furthermore, the customer is responsible for obtaining any necessary approval of third parties and is obliged to be generally present during the entire course of the work. If the services are provided on site, the expert shall begin work as soon as the customer has signed the order and report sheet under section "order placement".

Additional terms for the provision of services via telephone

In order to enable the provision of services via telephone, the customer must first install the remote computer access program Netviewer (hereinafter referred to as "Netviewer"), agree to the terms and conditions of offers as displayed in Netviewer, and authorise screen transfer and screen takeover on the part of the expert.

Package terms of Amico offers

4. Invoicing and payment conditions

The prices of the provided services are based on the prices agreed upon according to the order and report sheet (for provision of services on site) or based on the prices agreed upon according to the confirmation email (for provision of services via telephone) as well as Swisscom's price lists, which are published at www.swisscom.ch/amico. After successful execution, the provided services shall be invoiced via standard invoice or separate invoice, as selected by Swisscom. No delay caused by the customer shall release the customer from the obligation to pay. The invoice is to be paid by the due date specified on the invoice. If the customer defaults, Swisscom can suspend all of its services provided to the customer and also block telecommunications connections if applicable, in addition to the legal consequences of default.

5. Warranty/liability

Money-back guarantee

A 14-day money-back guarantee applies to the programs and devices purchased by the customer from Swisscom (www.swisscom.ch/guarantee). However, returned items can only be accepted in an undamaged/unopened state (software, DVDs and consumables). The order and report sheet or confirmation email serves as the basis of the money-back guarantee. If, as part of an Amico order, devices which are not in the Amico range are ordered for the customer, these are excluded from the money-back guarantee. The current range of devices and the corresponding conditions can be obtained from the Amico team on request. The Amico team's contact details can be found at www.swisscom.ch/amico.

Warranty for devices

Swisscom's guarantee applies to the devices that the customer purchases from Swisscom. For these devices, Swisscom's guarantee conditions which apply to the particular device shall apply exclusively in each case, instead of the legal provisions of the Swiss Code of Obligations. If Swisscom's guarantee is excluded for a particular device, the respective manufacturer's guarantee conditions may apply. Legal warranty claims based on the Swiss Code of Obligations remain excluded in every case. Swisscom does not offer any warranty for devices which the customer does not purchase from Swisscom. If, as part of an Amico order, devices which are not in the Amico range are ordered for the customer, the manufacturer's guarantee conditions for the respective device shall apply. The current range of devices and the corresponding conditions can be obtained from the Amico team on request. The Amico team's contact details can be found at www.swisscom.ch/amico.

Warranty for services

In each case, Swisscom's performance is limited to the services agreed upon with the customer. Swisscom is responsible for diligent provision of services, but explicitly offers no guarantee of success. In the event of flawed installation work resulting from gross negligence or intent on the part of the expert, the customer is entitled to demand rectification of the installation work, free of charge. Further-reaching customer claims are excluded.

Swisscom accepts liability for damage to, or loss of, the customer's infrastructure, insofar as this results from gross negligence or intent on the part of the expert. In each case, the compensation for damages is limited to the replacement value of the item. Further-reaching customer claims are excluded.

Upon provision of tangible services, or upon taking devices to work on, Swisscom shall not accept liability for consequential damages resulting from improper use on the part of the customer (e.g. lack of data security) or resulting from problems which occur later, such as new virus infections. Any warranty for the security of data or further-reaching claims, such as reconfiguration of the computer in the event of a defect, are explicitly excluded.

Swisscom accepts no liability for any damage suffered by the customer or third parties due to loss of data or programs which have not been backed up, or due to data loss caused by harmful programs.

Swisscom cannot be held responsible for misuse by third parties, damage caused by third parties, or shortcomings in the security of the telecommunication network or Internet. For any resulting repair costs or support costs, Swisscom accepts no liability. Under no circumstances shall Swisscom be held liable for lost profit or consequential damages.

If a device installed by an expert must be repaired or replaced because of a defect, Swisscom shall not be held liable for reinstallation of the device. This applies both during the guarantee period and afterwards. At the customer's request, Swisscom can reinstall the device under the currently applicable conditions.

Warranty for programs

If programs are purchased through Swisscom and installed by an expert, Swisscom guarantees that the customer is allowed to use the programs on the device on which they are installed, for the intended and presupposed purpose, or can procure any necessary licences. Swisscom does not offer any warranty for programs which the customer does not purchase from Swisscom. Swisscom is responsible for the installation work as described in the previous paragraph. Faultless functioning of the programs cannot be guaranteed. Particularly with regard to programs which serve the purpose of security, such as antivirus programs, child security functions and the like, 100% security is never possible. Swisscom excludes all liability in this regard, particularly for lost profit and consequential damages, to the extent permitted by law.

Procedure for guarantee claims

If the customer wishes to assert a claim which this section grants them, they can contact the Amico team. The contact details can be found at www.swisscom.ch/amico.

6. Special terms

Involvement of third parties

Swisscom can bring in third parties to execute the tasks, at its own discretion. The customer shall authorise Swisscom to install the necessary programs on their computer, whereby Swisscom shall inform the customer in advance with regard to which programs must be installed.

Licence terms and conditions of suppliers

If the customer lets the expert install a program, the corresponding program supplier's licence conditions are considered automatically accepted by the customer.

Insufficient cooperation on the part of the customer

If the customer does not adhere to the arranged appointment, Swisscom is entitled to charge for the resulting damages (travel to and from the site, plus waiting time) at the currently applicable hourly rate (this can be queried via contact at www.swisscom.ch/amico). If successful work is impossible because of defective or virus-infected devices or programs, or if the expert refuses further performance for reasons which the customer is responsible for, the performance executed until that point in time (travel to and from the site plus working time) shall be charged for at the currently applicable hourly rate (this can be queried via contact at www.swisscom.ch/amico). This also applies if work cannot be completed because other prerequisites as per section 3 are not met.

7. Place of jurisdiction and applicable law

This contract is exclusively subject to Swiss law. The place of jurisdiction is Bern. Mandatory places of jurisdiction shall not be affected.

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