

Service Package “Classic”

Service Description

1 Scope of application

This service description covers the Service Package “Classic” from Swisscom (Switzerland) Ltd (hereafter referred to as “Swisscom”).

2 Services provided by Swisscom

2.1 Scope

2.1.1 Service Package “Classic”

Swisscom offers a package of Internet services under the name of Service Package “Classic”. The Service Package “Classic” can be subscribed to individually or in combination with an Internet access from Swisscom (DSL or Dial-up).

The price of the Service Package “Classic” depends on the customer's choice of Internet access:

- Service Package “Classic” + DSL start at CHF 0.–/month
- Service Package “Classic” + Dial-up at CHF 9.–/month
- Service Package “Classic” + DSL basic at CHF 9.–/month
- Service Package “Classic” + DSL mini at CHF 34.–/month
- Service Package “Classic” + DSL standard at CHF 49.–/month
- Service Package “Classic” + Infinity at CHF 69.–/month
- Service Package “Classic” without Internet access from Swisscom (Guest Package „Classic”) at CHF 9.–/month

Swisscom is entitled to make technical modifications at any time, provided the customers' costs are not affected and that the operation and performance of the agreed services are not adversely affected.

The following services are included in the Service Package “Classic”:

2.1.2 E-mail addresses

- 5 e-mail addresses @bluewin.ch and/or @bluemail.ch with web access or POP3
- continually updated spam and phishing filter
- continually updated virus filter
- SSL access to WebMail
- 500 MB e-mail storage capacity per address
- forwarding function for e-mail
- holiday absence message
- e-mail distribution list
- e-mail forwarding as SMS

2.1.3 Address book

- Address book for up to 1'000 entries
- Synchronisation of address book with Outlook
- Synchronisation of address book with mobile phones by Swisscom

2.1.4 HomepageTool Light

- 20 MB storage capacity on an Internet host for storing homepages for private content together with additional functions
- Homepage with URL: http://homepage.bluewin.ch/your_name

2.1.5 Mobile Services

- 30 free SMS messages per month
- SMS-Box
- SMS forwarding

2.1.6 Online telephone directory

- 50 free queries per month

2.1.7 Optional additional services

- Additional e-mail address: From the sixth e-mail address upwards, the costs are CHF 3.– per month and per address
- Additional storage capacity for WebMail: Up to 500 MB additional storage capacity, blocks of 50 MB for CHF 1.– per month
- Distribution lists for forwarding e-mails: The costs are CHF 1.– per month and per list
- Additional SMS messages: CHF 0.10 per SMS message within Switzerland or CHF 0.20 per SMS message sent to other countries
- Additional inquiries in the online telephone directory: CHF 0.50 per inquiry

2.2 Support

2.2.1 Acceptance of fault reports

In the event of faults, customers should contact the Swisscom Helpdesk by calling the toll-free number 0800 800 800. The current opening hours of the toll-free number are published on the Swisscom portal (www.swisscom.ch).

2.2.2 Maintenance window

Whenever possible, Swisscom will inform customers in good time about service interruptions which are deemed necessary in order to remedy faults, perform maintenance work, introduce new technologies etc. Swisscom will endeavour to keep such interruptions brief and to restrict them, wherever possible, to periods of low traffic.

3 Services provided by customers

3.1 Duty to cooperate

Customers are responsible for the requisite hardware and software components and PC configurations. Swisscom provides no guarantee that the services of the Service Package “Classic” function perfectly on all modems.

The use of the Service Package “Classic” requires that customers have a fixed-network access from Swisscom.

Customers are responsible for the network access and for the consent of the network access customer to this contract if they are not the same person.

3.2 Use of the service

Customers are obliged to make up-to-date back-up copies of their content stored in the Swisscom services.

4 Billing and terms of payment

Charges for the Service Package “Classic” are billed monthly by Swisscom (in conjunction with the Internet access selected by the customer). The obligation to pay will commence on the day following registration of the Service Package “Classic”. Any delay caused by customers shall not absolve them from their obligation to pay.

Where a month is incomplete, 1/30th of the monthly charge will be billed per day.

5 Guarantee

Swisscom does not offer any guarantee for the faultless operation, quality and availability of the services included in the Service Package “Classic”.

Swisscom provides no guarantee that the anti-spam, anti-virus and anti-phishing filters offer full protection against the receipt of spam, phishing e-mails and/or e-mails infected with viruses. Swisscom rules out any liability for any damage to the customer's system as a result of spam, phishing e-mails or e-mails infected by viruses. Customers shall remain independently responsible for measures against the receipt and distribution of spam and phishing e-mails and viruses on their systems.

Certain mobile services (e.g. SMS) are sent over third-party mobile networks. Swisscom cannot provide any guarantee for the functioning of the third-party mobile network, availability, delivery of messages, transmission times and capacities, quality and support. For this reason, Swisscom cannot guarantee in particular that the recipient will definitely receive messages sent over the mobile network. Customers are obliged to pay for the service provided by Swisscom also in the event of non-delivery, incorrect or delayed delivery of the message over the mobile network.

6 Special provisions

6.1 E-mail

The maximum storage capacity for the Service Package “Classic” is 500 megabyte (MB) per e-mail address.

6.2 Anti-spam and Phishing Filters

Filtered e-mails which are declared to be spam or phishing are stored in the spam folder of Swisscom's WebMail. The contents of this folder are deleted once a week by Swisscom.

Swisscom has the right to move harmful e-mails (e.g. phishing, viruses, worms) which are not detected by the filters, to the spam folder in the customer's mailbox.

6.3 E-Mail Anti-Virus and Spam Filters

Swisscom can filter e-mails which are sent via a Swisscom e-mail service for dangerous software (e.g.: viruses, worms, etc.) and in order to detect the illegal use of Swisscom e-mails services (e.g. transmission of spam).

Service Package “Classic”

Service Description

6.4 Recycle Bin

E-mails which remain in the “Recycle bin” of Swisscom's WebMail for longer than 30 consecutive days will be automatically deleted by Swisscom.

SMS text messages which remain in the “Recycle bin” of Swisscom's SMS-Box for longer than 30 consecutive days will be automatically deleted by Swisscom.

6.5 HomepageTool Light

Customers shall acknowledge that the domain name of their homepage is not portable and that the domain names assigned to their homepage may change. Prior notification of any change will however be made in good time.

Information which is stored by customers on the Internet host is publicly accessible. Customers should be aware that information stored by them can generally be viewed by everyone. They should also be aware that this information may be used by third parties to their disadvantage (e.g. for harassing telephone calls, sending unwanted advertising material).

HomepageTool Light websites which have been activated but not used within six months of registration can be deactivated by Swisscom without prior notice. This may lead to a loss of your chosen URL (Internet address). Customers will have no basis for a claim as a result.

7 Termination

Each party may terminate the Service Package “Classic” in writing at the end of the month by observing a notice period of 2 months.

Internet accesses from Swisscom can only be subscribed to in conjunction with a Service Package from Swisscom. On termination, customers with an Internet access from Swisscom must therefore specify which other Service Package from Swisscom they would like to subscribe to instead of the Service Package “Classic”. If this is not indicated, the cancellation is null and void.

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