

1 Scope of application

- 1.1 "Swisscom Together" is a combined fixed-line and mobile product offered by Swisscom (Switzerland) Ltd (hereafter "Swisscom"). These Conditions for offers define the contractual relation between Swisscom and the owner of the fixed-line access.
- 1.2 The subscriptions apply per EconomyLINE or MultiLINE ISDN access (including all MultiLINE ISDN call numbers [MSN] listed on the same bill), and only to residential customers whose fixed-line and mobile traffic is provided by Swisscom. The offer is not valid for fixed-line business customers of Swisscom.
- 1.3 The General Terms and Conditions for services of Swisscom and the Special Conditions Fixed Network Telephony network also apply.
- 1.4 The monthly basic telephone access charge remains unchanged.
- 1.5 For mobile customers of Swisscom, this is a supplementary service that is separately regulated as part of the NATEL contract.

2 Conditions of the offer

2.1 Access lines

- 2.1.1 This offer has been developed for a closed group of participants (hereafter "group"), comprised of owners of fixed-line and mobile access from Swisscom. Excluded are the owners of BusinessLINE ISDN accesses, Combox-, Payphone- and Business-Numbers as well as the users of third party products on the mobile network from Swisscom.
- 2.1.2 The basic subscription (minimum configuration) consists of one fixed-line and two mobile accesses.
- 2.1.3 With supplementary subscriptions, further accesses can be included in the group.
- 2.1.4 Contract partner for the subscription is the owner of a specific fixed-network access. Only one group is admitted for each fixed-line access.

2.2 Services, traffic, important notes

- 2.2.1 Within the group, inland telephony traffic is covered by the subscription charge of "Swisscom Together".
- 2.2.2 Video telephony and roaming (outgoing and incoming calls abroad), data services (particularly SMS, MMS) as well as outgoing calls of Swisscom Business participants (mobile business customers) are not covered by the subscription charge and therefore to be paid by the caller.

2.2.3 Connections established by call forwarding/deviation services are not covered by the subscription charge and therefore to be paid by the caller. The same applies for Combox return calls.

2.2.4 Swisscom is authorized to check the Carrier Preselection (CPS) status during the subscription period.

2.3 Mutations, group configuration

2.3.1 As a group is set up, the proposed mobile members are informed. They have the right to decline participation in the group (opt-out). This will be communicated to the fixed-line member. If all the proposed mobile candidates choose to opt out, the subscription has failed. If individual mobile candidates choose to opt out with the result of not leaving a minimum configuration, the group, i.e. the subscription can be constituted nonetheless; further steps will be needed according to clause 2.3.6.

2.3.2 Any successful implementation and the call numbers concerned are communicated to all group members.

2.3.3 The owner of the fixed-line access (subscriber to "Swisscom Together") is authorised to exclude group members at any time.

2.3.4 The mobile members have the right to leave the group any time. In case of a cancellation of their access, group participation expires at once. Both are communicated, in writing to the fixed-line member, by SMS to the mobile members.

2.3.5 Group members are obliged to inform each other immediately about the cancellation of their membership or when it expires. After leaving the group, for the former members the standard rates apply according to the chosen subscription type, independently of the member's obligation to inform the other group members.

2.3.6 If the minimum configuration is no longer guaranteed after a member leaves the group, the corresponding "Swisscom Together" subscription expires automatically on the next possible cancellation date, unless the group will have been reconstituted by that date

- by a new group member or
- by a group member who will be migrated automatically from a supplementary subscription to the basic subscription.

2.3.7 Each month up to three mutations will be performed free of charge. Any further mutation in the same month will have to be paid for.

3 Billing conditions

3.1 The monthly subscription charge for "Swisscom Together" is billed to the owner of the fixed-line access. It is listed under "Subscriptions" on the Swisscom fixed-line bill.

3.2 As a rule, the subscription begins on the first working day after the registration arrives at Swisscom, and it will be calculated proportionally from that point in time.

3.3 Traffic within the group as covered by the monthly subscription charge does not show on the Swisscom fixed-line bill.

4 Changes to the offer, duration of subscription, termination

4.1 "Swisscom Together" is valid for standard voice telephony, not for special purposes such as machine-machine, forwarding or non-switched lines.

4.2 Swisscom reserves the right to amend the product anytime (e.g. introduction of limits on call duration), to change or to terminate the offer. 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 the financial consequences indicated in clause 4.6. The right of termination becomes void as soon as the changes come into force.

4.3 The minimum contract period for the basic subscription is six (6) months for the customer. The customer can terminate a subscription at two (2) months' notice to the end of a month, but not before the end of the minimum contract period.

4.4 Cancelling a telephone access or switching CPS to another telecommunications provider equals the termination of the subscription and will be followed by consequences as defined in clause 4.6.

4.5 Swisscom is authorized to terminate the subscription or to exclude individual participants if any type of misuse is suspected.

4.6 If a customer terminates the subscriptions prior to the end of the minimum contract period, the

subscription charges as to the end of the period of notice are due immediately.

4.7 If a customer is transferred to the fixed-line Business Customer segment, Swisscom is authorized to cancel or to adapt "Swisscom Together" immediately. In that case, clause 4.6 does not apply.

4.8 The period of notice for supplementary subscriptions is one working day. Subscription charges due until cancellation will be calculated proportionally.

June 2010