



# swisscom

## 1. General Terms

This description of services applies to the services Internet Security and Mobile Security (hereinafter "Services") by Swisscom (Schweiz) AG (hereinafter "Swisscom"). They apply as a supplement to the contractual terms between the customer and Swisscom.

Swisscom Mobile Security can be acquired separately as an SMS added-value service or as a license key as part of an Internet Security subscription or with a fixed term.

## 2. Swisscom Services

### 2.1 Scope of Services

#### 2.1.1 General

The services Internet Security and Mobile Security are offered in the form of a subscription or as a service which includes one or more license keys (cf. [www.swisscom.ch/internetsecurity](http://www.swisscom.ch/internetsecurity) oder [www.swisscom.ch/mobile-security](http://www.swisscom.ch/mobile-security)).

Malware programs are combated in emails if they are run or saved on the customer's machine. Any network-side filters, e.g. spam and virus filters for e-mail are the responsibility of the Internet or e-mail provider.

#### 2.1.2 Internet Security

Internet Security (for Windows) includes the following services:

- Internet Security provides protection against attacks from the Internet (during which unauthorized parties attempt to gain access to the data and/or customer programs) with its own firewall or in conjunction with the firewall functions provided by the Windows operating system.
- Internet Security protects against malware programs such as spyware, worms, Trojans and root kits, with which unauthorized persons attempt to damage or misuse customer data and/or programs.
- Internet Security allows access limits to the Internet for children and youth using the password-protected or profile-based locking of certain websites, the

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### Internet Security and Mobile Security

maintenance of white lists and black lists for the individual approval or blocking of websites and the entry of approved surfing times.

Internet Security (for Mac) includes the following services:

- Internet Security provides protection from viruses, worms and other malware programs.
- Internet Security removes software secretly installed on the customers' computer.
- Internet Security includes a panic button which immediately blocks the entire data transport to the customer's computer.

You can find a current overview and details on the different functionalities at <http://www.swisscom.ch/internetsecurity>

#### 2.1.3 Mobile Security

Mobile Security includes the following services:

- Mobile Security provides protection from viruses, worms and other malware programs.
- Mobile Security provides security from attacks from the Internet (in which unauthorized persons attempt to gain access to the customer's data and/or programs) using a firewall. Mobile Security monitors and filters the data traffic between the mobile end device and the Internet with the Internet security shield. The firewall can be activated for mobile end devices with the operating systems Windows Mobile (version 6) and Symbian.
- Mobile Security identifies insecure websites.
- Mobile Security allows access restrictions for children and youth to undesired websites using the browser guard. In addition, for Android, programs (apps) can be locked and calls from certain phone numbers can be blocked by certain phone numbers.

## 2.2 Updates

The components of the services required for the detection of viruses and other malware programs

are continuously automatically updated in order to offer the customer the greatest possible security with minimal restrictions regarding the usage of online services.

The customer is also provided with new versions of the corresponding software at no charge.

### **2.3 Fault Receipt and Support**

The Swisscom Help Desk is available to the customer at no charge in the event of a fault and for support.

## **3. Services and Obligations of the Customer**

### **3.1 General Usage Requirements**

#### **3.1.1 Internet Security Subscription**

An Internet Security subscription is only possible for Swisscom customers which at least have a landline connection or a NATEL® subscription or have activated access to the Swisscom customer center. If one of these two prerequisites later no longer applies, the customer can continue to use the Internet Security subscription if he continues to receive invoices for Swisscom and maintains an activated customer center.

#### **3.1.2 Mobile Security Licence Key from an Internet Security Subscription**

A Mobile Security license security key can be acquired with an Internet Security subscription. A prerequisite for this is that the customer has an Internet security subscription from Swisscom. Mobile Security can be installed by the customer as well on a SIM-free mobile end device (e.g. tablet etc.). The customer can also run Mobile Security on a machine which has a SIM card with any subscription.

If the Swisscom Internet Security subscription is no longer used, also the license key for Mobile Security and the associated services also automatically expire.

#### **3.1.3 Mobile Security as a SMS Added-Value Service**

The ability to acquire Mobile Security via the SMS service requires a NATEL connection from Swisscom. The customer orders the service in the form of a SMS added-value service. The service or the Mobile

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Security software can be installed by the customer on any mobile end device, whether it is a SIM-free end device, a guest device with a subscription of any supplier or also without a SIM card. An independent Mobile Security subscription is required for each device.

If the Swisscom NATEL connection ceases to exist, the Mobile Security subscription automatically expires. This also includes the guest machines for which the NATEL connection has assumed the subscription costs.

#### **3.1.4 Mobile Security with a Fixed Term**

Mobile Security with a fixed term can either be installed on a SIM-free mobile end device (e.g. tablet) or also run on a device which has a SIM card with any subscription.

### **3.2 System Requirements and Updates**

Usage of the software requires that the end device in question meets the system requirements. A continuously updated overview of the system requirements for Internet Security and Mobile Security is published at the Swisscom Portal ([www.swisscom.ch/internetsecurity](http://www.swisscom.ch/internetsecurity) or [www.swisscom.ch/mobile-security](http://www.swisscom.ch/mobile-security)) and at the Swisscom Customer Center.

The use of the full range of services of the respective service requires that the customer installs all updates during the entire subscription period, uses the respective current version of the software, uses an operating system which meets the current system requirements and continuously keeps it up to date.

When installing a new version of the software, the customer can determine the time of the installation himself - taking into account the effect on the scope of services. A new version of the software can include a change in the system requirements. The customer is obligated to be informed periodically about the system requirements.

### **3.3 Downloading the Software**

The installation of third-party software is to some extent required to make use of the services. The software is already pre-installed for certain mobile end devices.

Upon activation of the software, the customer concludes a licensing agreement with the software



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manufacturer, which primarily governs technical issues in dealing with the software.

When necessary, the customer is responsible for the download of the software as well as for the required hardware and software components and computer configurations.

An individual license key is required for each end device which should be protected (cf. item 2.1).

### **3.4 Effects on Other Services**

The customer accepts that certain online services cannot be used or only have limited use as a result of the services or their security settings.

## **4. Prices / Billing**

### **4.1 Prices**

The Swisscom prices and fees currently published at [www.swisscom.ch](http://www.swisscom.ch) are decisive.

### **4.2 Billing**

#### **4.2.1 Internet Security Subscription**

Internet Security is billed monthly on the landline or customer's NATEL® line.

In the absence of agreements stipulating otherwise, the payment obligation begins with the activation of services at the Swisscom Customer Center or with other Swisscom ordering systems.

#### **4.2.2 Mobile Security as a SMS Added-Value Service**

The fee for Swisscom Mobile Security is charged on a monthly basis as a SMS added-value service on the NATEL® invoice or the credit is deducted for prepaid. When Swisscom Mobile Security is obtained by a guest device, this service is charged to the respective customer who has subscribed to this service for the guest device.

In the absence of agreements stipulating otherwise, the payment obligation begins with the activation of Mobile Security on the mobile device.

#### **4.2.3 Mobile Security with a Fixed Term**

The charge for the one-year Mobile Security licence is charged once when the service is acquired.

### **4.3 Payment Arrears**

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If the customer has neither paid the invoice by the due date nor justifiably raised objections against doing so, he is immediately in arrears and Swisscom can therefore interrupt the performance of services for all services to the extent legally possible, adopt other measures to prevent increased damages and/or terminate the Agreement without notice and without compensation.

Swisscom can also adopt these measures in terms of the ability to obtain Swisscom Mobile Security through a guest device if the paying customer is in arrears.

The provisions on arrears of the remaining contractual documents apply as a supplement.

## **5. Data Protection**

When working with data, Swisscom complies with applicable laws, in particular with telecommunication and data protection laws. Swisscom only collects, saves and processes data which are required to perform the services, for the handling and cultivation of the customer relationship, specifically ensuring a high level of service quality, the security of operations and infrastructure as well as billing. The customer agrees that Swisscom may process his data for marketing purposes, specifically for the design and development of its services as required and for customized offers and to ensure that the customer's data can be processed for the same purposes within the Swisscom Group. The customer can restrict or prohibit the use of his data for marketing purposes.

If a Swisscom service is performed in accordance with third parties, Swisscom can pass on data about the customer to third parties to the extent that this is required for the performance of such services.

## **6. Intellectual Property**

For the duration of the Agreement, the customer will receive the non-transferable and non-exclusive right to use and utilize the service. All rights to the intellectual property of Swisscom which exist or result when performing the terms of the Agreement remain with Swisscom or the authorized third party. If the customer violates the intangible property



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rights of third parties and a claim is asserted against Swisscom as a result, the customer must indemnify Swisscom.

## 7. Warranty

With the respective service, Swisscom and the software manufacturer care for the greatest possible security according to the respective state of the art and in part of the scope of delivery (cf. section 2.1) depending on the service acquired or the operating system.

Swisscom strives to achieve a high level of availability of its services. As a supplement to the existing contractual terms between Swisscom and the customer, **Swisscom cannot offer any liability to ensure** that the individual safety functions (cf. section 2.1) can provide absolute protection. In addition, **Swisscom assumes no liability**

- for the uninterrupted and fault-free function, the quality and continuous availability of the services and their individual functionalities.
- for the flawless function of services on all end devices and in combination with all hardware and software components as well as operating systems;
- for ensuring attacks, third-party access or malware programs do not otherwise negatively impact the use of the other services or cause other damage to the customer;
- for the proper function of Swisscom Mobile Security on machines which were not purchases from Swisscom or are not on the list of supported devices.

## 8. Liability

Swisscom cannot assume any liability if damage results or undesired websites are accessible on the protected device despite installed and updated software on the protected device. **Swisscom excludes any liability - e.g. for damages in the form of data loss or any lost profits or subsequent damages - within the scope permitted by law.** It is not liable for damages resulting from the illegal

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usage of its services or services which violate the terms of the Agreement. Swisscom is not liable if the performance of the service is partially limited or impossible due to *force majeure*. In particular, power failure and the presence of malware software (e.g. viral attacks) are considered *force majeure*.

## 9. Term and Termination

### 9.1 Swisscom Internet Security Subscription

Internet Security can be terminated by each party with a period of two months with a notification period of two months effective the end of the month.

A Swisscom Mobile Security license key which originates from a Swisscom Internet Security subscription cannot be returned separately. However, the license key can be returned to the Swisscom Internet Security subscription at any time. The customer can use this free licence key for another device.

### 9.2 Swisscom Mobile Security as an SMS Added-Value Service

Swisscom Mobile Security can be terminated by each party with a period of 1 month. The remaining coverage period is indicated by the Swisscom Mobile Security software.

### 9.3.3 Swisscom Security with a Fixed Term

The one-year licence key automatically expires upon expiration of the fixed term. If the customer desires new coverage, we recommend renewing the service.

## 10. Changes

Swisscom reserves the right to adjust the prices, services or the description of services at any time. Swisscom announces changes which are to the detriment of the customer to the customers in a suitable manner.

If Swisscom raises prices to such an extent that this results in a higher overall burden to the customer or if Swisscom changes a service acquired by the customer or the service description considerably to the detriment of the customer, the customer can terminate the service involved before the change



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goes into effect early, effective at the time of the change, without financial consequences. If the customer fails to do this, he accepts the changes. Price adjustments due to a change in fee rates (e.g. increase in VAT) and price increases by third-party providers are not considered price increases and do not constitute a right to termination. If Swisscom reduces the prices, it can simultaneously adjust any discounts granted before the price reduction.

#### **11. Transfer**

Swisscom can transfer this Agreement or the resulting rights and obligations without the approval of the customer to Swisscom AG or another company if Swisscom AG controls this company directly or indirectly. Swisscom is then authorized, without the permission of the customer, to transfer or assign agreements or the resulting debts to third parties.

#### **12. Jurisdiction and Applicable Law**

The Agreement is subject to Swiss law. The place of jurisdiction is Berne. The right to comply with compulsory jurisdictions is reserved.

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