swisscom

# Offer Terms and Conditions
# Business Internet light

## 1 General provisions

The terms and conditions in this offer apply to the Business Internet light service from Swisscom (Switzerland) Ltd (hereinafter referred to as "Swisscom"). They apply in addition to the General Terms & Conditions for Services as well as the Special Conditions Concerning the Internet. However, Sections 2.5 (Home Installation), 4.2 (Spam and Phishing E-mails) and 5.3. (WLAN Keys) of the Special Conditions Concerning the Internet do not apply.

## 2 Services from Swisscom

### 2.1 Base product - Business Internet light

2.1.1 Site connection

General

The site connection service connects the router at the customer's premises with the Swisscom network.

This requires either an xDSL or a fibre-optic connection. In the case of an xDSL connection, this must involve an existing or new EconomyLINE, MultiLINE fixed-line connection or BusinessLINE ISDN basic connection.

Site connection via xDSL

The available transmission speeds are listed in the Business Internet light fact sheet.

The quoted transmission speeds are theoretical maximum values and cannot be guaranteed. For certain site connections, not all profiles are available due to the physical properties of the telephone line (e.g. length of the line to the telephone exchange). In such cases, an xDSL substitute profile is generally created or an alternative xDSL profile is offered. The xDSL substitute profile will provide a transmission speed that is as near as possible to the speed ordered and is charged at the same price as this speed.

In the event of the xDSL service being interrupted, the customer can use an additional dial back-up account that provides access to the same service options. Connection will not be free of charge.

Site connection via optical fibre

The available transmission speeds are listed in the Business Internet light fact sheet.

The quoted transmission speeds are maximum values and cannot be guaranteed.

2.1.2 Support

Swisscom operates a freephone hotline on 0800 055 055, which can be used to report faults with Business Internet light.

The 1st level hotline is open for fault reporting 24 hours a day, 365 days a year. The 2nd level hotline provides customer and partner support and fault remedy operations from Monday to Friday, 07:00 to 18:00, excluding statutory public holidays.

If the fault is not related to Business Internet light, the hotline will, at the customer's request, call on an IT partner to provide additional on-site support.

2.1.3 SLA

Business Internet light is essentially a best effort service. For business profiles and the "business SLA" option (see the Business Internet light fact sheet), Swisscom guarantees a repair time of within 24 hours of fault notification. Should Swisscom fail to restore the affected connection (for business profiles and the "business SLA" option) within 24 hours (and Swisscom (Switzerland) Ltd is directly at fault), we shall refund one month's rent (max. 1x per month).

### 2.2 Service options

2.2.1 EFT/POS terminal

The EFT/POS terminal is a special configuration for connecting point-of-sale terminals (tills). With this option, Internet access for other Internet applications is deactivated. Data transmission is only allowed with financial institutions. All communication is initiated by the EFT/POS terminals. For this reason, no additional services can be offered with this option.

2.2.2 Protection-Net

The systems of the alert institutions that you need to access can be reached via the public IP addresses on the Internet. In contrast to Internet access via conventional ADSL connections, Protection-Net devices communicate with the respective alert institutes. A profile specially created for this type of communication ensures that access is secure. All communication is initiated by the alert devices.

Communication is only possible with the predetermined alert institutes; other Internet traffic is prohibited by Swisscom. For this reason, no additional services can be offered with this option.

2.2.3 Fixed IP addresses

Fixed IP addresses enable you to operate your own e-mail or Web server. IP addresses are taken from the IP address range assigned to Swisscom by RIPE (the Réseaux IP Européens) in accordance with the RIPE guidelines. Customers are not entitled to select specific IP addresses. Swisscom may change IP addresses at any time. If the customer ceases to use Swisscom's Business Internet light, the IP addresses will revert immediately and completely to Swisscom.

It is important to note that in the case of the subnetworks with between four and 256 fixed IP addresses, three IP addresses are required for the technical provision of services and can thereafter no longer be used for customer-specific services.

As soon as an Internet connection is ordered via a fibre-optic cable or in connection with the Swisscom product Business Connect Professional, the fixed IP addresses option will no longer be available.

2.2.4 Domain Name Server (DNS)

The DNS option allows customer-specific DNS entries such as MX records, reverse DNS entries and mail backup. The DNS option is only available in combination with the fixed IP addresses option.

2.2.5 Virus and spam filter (incl. Mail Backup)

General
The virus & spam filter option is only available in combination with the fixed IP addresses option.
It comprises one (1) domain (e.g. email.customer.ch) and 150 e-mail accounts. Additional domains (including alias domains) are available as optional extras.
The virus & spam filter option decodes, filters and blocks incoming customer e-mails. All e-mails (including attachments) are checked for harmful and undesired content.
If the predetermined values for spam are exceeded, the relevant e-mail is marked as possible spam, but is not deleted by the filter.
E-mails found to contain harmful or undesired content are not forwarded automatically to the intended recipients unless the filter has been deactivated for a particular e-mail address.
If a virus is detected, notification is sent that the e-mail could not be delivered.

The user may edit marked e-mails using a Web-based user interface or simply delete or move them himself using mail client-based incoming mail rules.

The included mail backup option ensures that incoming e-mail which does not reach the customer's mail server is stored for up to five days and then delivered once an Internet connection is available again.

The performance criteria in detail

- Spam filter with numerous online updated tests of renowned databases.
- Weighting of incoming e-mail on the basis of test results.
- Antivirus protection using automatically updated antivirus software from leading manufacturers for incoming e-mail and attachments (e-mails containing viruses are deleted).
- A customer-specific Web user interface for configuring the filters for each domain.
- Configurability (multi-stage solution)
  Stage 1: The formatting of e-mails is checked. If the formatiing is invalid, the e-mails are not delivered.
  Stage 2: E-mail attachments are filtered by type (.exe, .doc, etc.). Files with .exe extensions are rated dangerous and therefore not delivered (on request).
  Stage 3: The antivirus software checks the content of the e-mails and the attachments.

**2.3 Activation date**
Swisscom will attempt to activate the service by the date indicated on the order. No guarantee is given in this respect, however.

**2.4 Implementation proviso**
If, in spite of positive feasibility studies and order confirmation, it is found during implementation that the connection cannot be established for unforeseen technical reasons or due to excessive expense, Swisscom's contractual obligation will cease with immediate effect. In such a case, the customer may not claim damages or compensation from Swisscom.

**3 Duties and obligations of the Customer**

**3.1 Duty to cooperate**
3.1.1 General
The customer must provide Swisscom with all the information required for activating and installing the service and for remedying faults. The customer shall grant Swisscom or third parties commissioned by Swisscom access to the relevant documents, information and premises.

3.1.2 Routers on customer premises
The customer is responsible for selecting and installing a suitable router (recommended router types as per the Business Internet light price list).
Swisscom recommends that an IT partner be used for the selection and installation of the router.

3.1.3 Fixed IP addresses
Prior to installation, the customer shall provide Swisscom with the necessary information relating to the use of the public IP addresses for RIPE (www.ripe.net) in accordance with the RIPE guidelines.

**3.2 Installation**
The basic product must be installed by the customer himself or by a certified IT partner commissioned by the customer. The IT partner or customer bears sole responsibility for the correct technical installation of the service at the customer's premises. The IT partner is not a Swisscom auxiliary partner, and Swisscom will not establish an ordinary partnership with it.

**3.3 Billing and terms of payment**
Billing for the service shall take place on a monthly basis. The obligation to pay will commence on the day following the activation of the service (the activation date). The obligation to pay will also apply in cases where the service has been activated but cannot yet be used due to delays for which Swisscom is not responsible (e.g. pending installation).

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