

1 Scope

Swisscom Broadcast AG (hereinafter "Swisscom") provides its business customers with a telehousing platform that enables, subject to user permissions, access to individual project information, web applications related to products or services (hereinafter "E-Services"), and portals based on the telehousing platform. All of these portals, features, and E-Services are hereinafter referred to as the "telehousing platform."

These terms of use govern access to and use of the telehousing platform by the customer, the supplier, subcontractors, or partners (hereinafter referred to as "third parties"). They take precedence over any other contractual agreement between the third parties and Swisscom in this regard. Otherwise, the relevant agreements between the third parties and Swisscom apply to Swisscom's products and services.

2 Access and Authentication

2.1 General

The telehousing platform is used by employees or other auxiliary persons of the third parties. Access to the telehousing platform requires authentication. Authentication occurs via the entry of the user ID and other authentication elements (particularly the password). Swisscom may integrate or modify authentication procedures at any time. In particular, additional or different security levels may be introduced, suitable for the current state of the art, such as Secure-ID cards, certificates, etc.

By first using the access, the future user accepts these terms of use for the telehousing platform.

Anyone who authenticates with Swisscom and has an active role in telehousing projects is considered authorized to use the telehousing platform and view projects in which their company is involved. Swisscom may assume, without further verification of permissions, and regardless of the third party's internal rules or relationships and entries in the commercial register, that the user authenticated with Swisscom is authorized to act on behalf of the third parties (apparent authority). The third parties recognize without reservation that all information, orders, communications, etc., transmitted to Swisscom via the telehousing platform are considered issued and authorized by them or their authorized users. Special authorization procedures agreed with the third parties are possible for certain E-Services.

2.2 Main User

The third party designates a person who manages the telehousing platform on the customer side or for other third parties (main user). If no person's name is expressed, the person with whom the contractual relationship was established or who is considered the contact for business matters with Swisscom is considered.

The main user is responsible for administration and granting permissions, including administrative rights to other persons (hereinafter "delegates"). They determine the extent to which these delegates are authorized to use the telehousing platform's features. Administration is carried out via user administration of the telehousing platform.

With separate agreement, the use of the telehousing platform and certain E-Services by users of the third parties may be automatically enabled via the third parties' Active Directory.

Each person communicated in this way to Swisscom is considered authorized by Swisscom until reported and blocked by the main user or, according to clause 2.3, by Swisscom. This applies regardless of the third party's internal rules or relationships and commercial register entries. Accesses are annually checked for necessity.

2.3 Blocking Possibility

Swisscom reserves the right to block the third party's or an individual user's access to the telehousing platform or one or more E-Services at any time, without notice and without providing reasons, permanently or temporarily, without being obligated to pay compensation, if Swisscom deems this to be necessary.

The third parties can request blocking of their users' access to the telehousing platform at any time through the main user.

The third parties can have the main user's access blocked in writing. The blocking becomes effective at the earliest within 24 hours after the receipt of the request by Swisscom. The third parties can revoke the suspension in writing.

3 Obligations of the Third Parties

3.1 Technical Requirements

The third parties are responsible for setting up the technical requirements (including hardware and software) for accessing the telehousing platform. A final device with Internet connection, a modern Internet browser equipped with the latest security updates is required. The use of "cookies" must be enabled. Further system requirements may be communicated to the third parties via the telehousing platform.

The third parties recognize that the technical requirements may change at any time.

3.2 Duty of Care

The third parties are liable to Swisscom for any use of their access by them, their users, and other third parties, as well as for the content of information they, their users, and other third parties transmit or have processed by Swisscom.

The third parties are obligated to ensure that authentication elements are kept secret and protected against misuse by unauthorized persons. It is recommended, particularly, to change the password immediately after first delivery and not to record or store it unprotected after the change. The third parties assume all risks associated with disclosing their authentication elements unless they can prove that Swisscom or its auxiliary persons and third parties are at fault.

In the event of loss, misuse, or suspected misuse of an authentication element, the affected user should first contact the main user. The latter must take the necessary steps and change or have changed the affected authentication elements immediately. In exceptional cases, the loss can be reported in writing to Swisscom. Swisscom can, in such cases, proceed to block according to clause 2.3.

4 Security

Swisscom uses appropriate security measures corresponding to the current state of the art for the development and operation of the telehousing platform. The third parties recognize that, despite Swisscom's appropriate efforts, necessary diligence application, and use of modern techniques and security standards, absolute security of the systems and procedures used cannot be guaranteed. In this context, Swisscom points out the following risks:

During the use of the telehousing platform, there is a potential risk that third parties obtain access to the final device of the third party without being noticed.

Insufficient technical knowledge and inadequate security measures on the terminals of the third parties or other third parties can facilitate such access by third parties. It is the third parties' responsibility to inform themselves thoroughly and continuously about necessary security measures.

Furthermore, there is a risk of invisible implementations of viruses, trojans, etc., on terminals during Internet use. Swisscom recommends using appropriate technical tools at the forefront (firewall, antivirus scanner, etc.). The third parties are responsible for appropriate measures to protect themselves from such dangers.

5 Liability

In no case shall Swisscom be liable for any type of damage (such as direct damage, indirect and consequential damage, particularly loss of profits, loss of data and reputation, or claims by third parties) that may occur during the use of the platform respectively the portal.

6 Availability and Warranty

Swisscom's services regarding the products and services themselves are governed by any warranty provisions agreed upon with the third parties.

The telehousing platform primarily serves as an interface between Swisscom and the third parties. Swisscom does not guarantee specific availability (particularly continuous and uninterrupted access to the telehousing platform) and the absence of errors of the telehousing platform. In case of total or partial failure of the telehousing platform, the third parties can generally resort to other customer channels (service desk, account/service manager, etc.). A failure of the telehousing platform does not grant the third parties the right to claim compensations of any kind (particularly damage claims, penalties, and/or price reductions). Swisscom's liability is reserved for damages caused intentionally or due to gross negligence.

Swisscom is authorized, at its discretion, to suspend the telehousing platform at any time and without compensation consequences if deemed necessary for important reasons, such as technical issues, abuse risk, maintenance necessity, technical developments, etc. Predictable interruptions are announced to the third parties, as far as possible, in advance.

7 Data Protection

In handling the data exchanged via the telehousing platform, Swisscom complies with applicable legislation, particularly data protection laws.

The third parties may have access to personal data of their users via the telehousing platform. The use of this data in accordance with laws, recommendations of the Chief of the Federal Data Protection and Information Commissioner (FDPIC), and internal directives of the third parties are the sole responsibility of the third parties.

As part of its functions, Swisscom also collects, stores, and processes personal data of users of the telehousing platform, provided during registration, orders, or forms, as well as information about the use of services and features of the telehousing platform, such as time, duration and frequency of use, name of visited page, IP address and operating system of the computer or mobile device of the user, shopping cart content, clicks on content, and way of using the services.

This data may be processed by Swisscom to ensure the operation and development of the telehousing platform and the functions and services available on it. Usage data can be analyzed and evaluated to make the telehousing platform more user-friendly and efficient, maintain customer relationships, and propose personalized recommendations and offers to the third parties or show them on the telehousing platform.

Swisscom may use auxiliary persons and third parties (particularly subcontractors) in Switzerland and abroad or employees of these auxiliary persons and third parties to provide and manage the telehousing platform. In such cases, data exchanged via the telehousing platform may be viewed and processed for specific purposes by these

companies. In case of transfer to third parties, especially abroad, Swisscom complies with the relevant provisions of Swiss data protection law.

The third parties recognize that by accessing the telehousing platform via the Internet, the data (even encrypted) is regularly transferred internationally and unchecked. This applies even if access occurs from Switzerland.

The third parties undertake not to deposit data on the telehousing platform whose access from abroad or on public clouds is not authorized.

The third parties accept and recognize that Swisscom may collect, store, and process log files. These files can be required for the provision of services and for managing and maintaining the relationship with the third parties, particularly to ensure a high-quality service.

Swisscom may use cookies, tracking tools, and third-party analytics tools on the telehousing platform. Data collected through the use of these technologies and tools may be transmitted to third-party providers' servers, which, depending on the provider, may be located abroad. Transmission of this data is carried out by reducing IP addresses, thus preventing identification of individual devices.

The used cookies, tracking, and analysis tools can be deleted or blocked via browser functions of the device. However, some information may not be displayed, or some functions may not be used or work properly.

8 Intellectual Property Rights

All rights to elements of the telehousing platform (copyright, patent rights, design rights, etc.) remain the property of Swisscom or the authorized third parties.

The elements may only be used by the third parties within the scope of using the telehousing platform. Access to and use of the telehousing platform does not grant any rights to exploit it beyond this scope.

9 Other Provisions

The third parties recognize that using the telehousing platform from abroad may violate certain foreign laws. The user is responsible for informing himself about this with necessary diligence. Swisscom disclaims all liability in this regard. Furthermore, the user is aware that there may be import and export restrictions on encryption algorithms and complies accordingly.

Information displayed on the telehousing platform does not constitute a binding offer unless explicitly marked as a binding offer.

Swisscom reserves the right to adapt these terms of use at any time and publish them online on Swisscom's website. They are deemed approved with the next use of the telehousing platform.

The contractual relationship between the parties, including the use of the telehousing platform, is exclusively subject to Swiss law. The parties declare the rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, as inapplicable.

The parties agree that the exclusive forum for all disputes arising from or related to this contractual relationship shall be Bern. The possibility of one party filing a denuntiatio litis action against the other before the main matter court is reserved, but only if such court is located in Switzerland.