

## 1. General Terms

These Offer Terms for “My Security” provided by Swisscom (Switzerland) Ltd (hereinafter “Swisscom”) apply as a supplement to the contractual terms between the customer and Swisscom, particularly to the General Terms and Conditions for Services of Swisscom (hereinafter “GTC”).

My Security has been developed for private customers and may be used exclusively by natural persons residing in Switzerland.

## 2. Swisscom services

### 2.1 General

This section 2 sets out the various My Security service modules. Not every My Security offer contains every module. The Swisscom homepage indicates which My Security offer contains which module.

Swisscom provides the My Security app through which the Services can be used. It is constantly updated and the most up-to-date version is provided to customers.

### 2.2 Scope of the Device Protection Service

The Device Protection Service protects devices against harmful apps and files. A maximum of 10 devices can be protected with each licence.

- Virus protection protects against harmful apps and files.
- Virus scan carries out an additional virus check by scanning the most vulnerable files.
- If activated, the “DeepGuard” function monitors applications in order to detect harmful system changes.

### 2.3 Scope of ID Monitoring Service

The ID Monitoring Service provides protection from data theft and safeguards digital identities from cybercrime.

- Each licence can be used to monitor a maximum of ten email addresses and other data such as telephone numbers, bank account numbers (IBAN), credit card numbers and usernames (hereinafter “Additional

Information”) for suspicious activity. A separate licence is necessary for each email address or item of Additional Information that is to be protected by ID Monitoring.

- The personal data linked with the e-mail addresses (e.g. e-mail address, usernames, passwords, identity card number, credit card numbers) are monitored constantly.
- In case of data theft or misuse of the data linked to the e-mail address, the customer is proactively alerted and immediately receives instructions for minimizing the harm.

### 2.4 Scope of Password Vault Service

- The password vault can be accessed from a maximum of 10 devices.
- A password manager stores passwords securely in a safe which offers a synchronization feature for all devices.
- The password manager also assists in creating strong passwords. Only one master password is needed.
- Application forms and passwords are automatically completed in order to simplify the usage of secure passwords and to prevent identity theft.

### 2.5 Scope of the VPN Service

The VPN Service protects internet traffic through an encrypted connection and conceals the actual IP address.

- The encryption of all internet connections protects against hackers and surveillance.
- It includes WLAN protection when using public, insecure Wi-Fi networks by encrypting the data traffic.
- Geolocalization enables the virtual location to be changed to a particular country, or where applicable to a particular region. The current list of available countries and locations can be found at [https://help.secure.com/product.html#home/total-android/latest/de/id\\_80778-latest-de](https://help.secure.com/product.html#home/total-android/latest/de/id_80778-latest-de).
- Browser protection automatically blocks access to risky websites, based on IP addresses and website assessments.

- The “kill switch” function terminates data transmission if the VPN connection ends, in order to guarantee security (not available with iOS).

### **2.6 Scope of the Fraud Protection Service**

The Fraud Protection Service provides protection against various types of online fraud.

- Shopping protection warns against unsecure online shops and assesses website credibility during online shopping.
- Browser & phishing protection blocks access to risky websites that disseminate malware or attempt to steal personal data.
- Banking protection provides protection against fraudulent websites and unauthorized connections during online banking sessions.

Additional services are dependent upon the operating system. A current overview on the different services can be found at <https://www.swisscom.ch/cyber>.

### **2.7 Scope of Home Network Protection Service**

Provided that it has been activated and a suitable Internet-Box is being used by the customer, the Home Network Protection Service protects all devices within the home network connected to the Internet-Box against the following cyber-security risks:

- protection during browsing against harmful websites, malware, phishing and similar cyber-security risks;
- protection against brute force attacks (systematic testing of passwords etc.);
- protection against DDOS attacks (devices overloaded by a large number of requests).

The customer has the option of deactivating Home Network Protection in My Swisscom. In such cases, the price for My Security remains unchanged, i.e. no reduction is applied.

### **2.8 Fault Receipt and Support**

In case of faults in the basic features of the Services, the Swisscom Help Desk is available to provide support to the customer at no charge.

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In case of problems with end devices and private infrastructure, support units are available for a fee.

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

#### **3.1 General Usage Requirements**

A subscription to the Service(s) requires a fixed-line network or mobile subscription with Swisscom and activated access to the Swisscom Customer Center. In order to use the Services, it is necessary to download and install the My Security app on every end device that is to be protected. In addition, the customer is responsible for the necessary hardware, software components and computer configuration.

In order to use the Home Network Protection Service, the customer must have a suitable Internet-Box and must not have deactivated the service in My Swisscom.

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

Usage of the My Security app requires that the end device in question meets the system requirements. A continuously updated overview of the system requirements for Device Protection and ID Monitoring is published at the Swisscom Portal (<https://www.swisscom.ch/cyber>).

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 My Security app, uses an operating system which meets the current system requirements and continuously keeps it up to date.

When installing a new version of the My Security app, 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 My Security app can include a change in the system requirements. The customer is obligated to be informed periodically about the system requirements.

#### **3.3 Downloading the My Security app**

Upon activation of the My Security app, the customer concludes a licensing agreement with the software manufacturer, which primarily governs

technical issues in dealing with the software/My Security app and the processing of data by F-Secure. How F-Secure processes the data can be seen on <https://www.f-secure.com/de/legal/privacy/total>.

### 3.4 Effects on Services

The customer accepts that certain online services cannot be used or only have limited use as a result of usage of the My Security app and its security settings.

The customer further accepts in relation to the acquisition of the Home Network Protection Service:

- that, under certain circumstances, as a result of the incorrect identification of harmful data, the customer's devices will no longer respond, will be unnecessarily blocked or will lose certain functionalities, or the services acquired (including in particular the internet) will no longer be available or will only be available to a limited extent. Swisscom and its supplier will endeavour to keep the number of such incidents as low as possible;
- that the security scan may increase loading times and reduce data throughput for some internet connections ;
- that connection of devices to the internet may be ended in order to protect them.

## 4. Prices / Billing

### 4.1 Prices

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

### 4.2 Billing

My Security is billed monthly on the customer's Swisscom invoice.

In the absence of agreements stipulating otherwise, the payment obligation begins upon delivery of the order confirmation.

### 4.3 Payment Arrears

The provisions of the GTC apply.

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## 5. 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 as part of the scope of Service (see sections 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7) depending on the Service acquired or the operating system.

Swisscom strives to achieve a high level of availability of its My Security Services. It cannot, however, guarantee the uninterrupted or faultless operation of its infrastructure and of the My Security Services.

As a supplement to the GTC, **Swisscom cannot specifically offer any warranty to ensure** that the individual safety functions (see sections 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7) can provide absolute protection. **Specifically, Swisscom cannot offer any warranty that My Security Services will detect and take timely action in response to all harmful incidents.**

In addition, **Swisscom grants no warranty**

- 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 the Services on devices which were not purchased from Swisscom or are not on the list of supported devices.

## 6. Liability

**As a supplement to the GTC, Swisscom cannot assume any liability**

- if, despite installed and updated software/My Security app or activated Home Network Protection function, damage results or undesired websites are accessible on the protected devices;

- if My Security fails to detect or fight a harmful incident or only detects or fights a harmful incident after a delay;
- if My Security mistakenly classify harmless behaviour as a harmful incident;
- for any separation of devices from the internet caused by a protective function;
- for any loss of functionality of devices or of Swisscom Services caused by My Security.

**Swisscom excludes any liability - e.g. for damages in the form of data loss, loss of passwords, or any lost profits or subsequent damages - to the extent permitted by law.**

## **7. Term and Termination; Promotions**

### **7.1 Term and Termination**

If a minimum service period has been specified for a My Security Service, this Service may be terminated at the earliest at the end of the minimum service period, subject to a notification period of two months. The conditions applicable in the event of early termination are set forth in the GTC. If it is not terminated, the Service will continue for an indefinite period.

After expiry of the minimum service period and in the case of offers without a minimum service period, the Service can be terminated by either party at any time by giving 2 months' notice to the end of each month.

A licence for device protection can be returned at any time. The customer can use this free licence for another device.

A licence for ID Monitoring can be returned at any time by deleting the e-mail address or credit card number, as the case may be, in the app. The customer can use this free licence for another e-mail address or credit card number.

If the fixed-line network or mobile subscription (section 3.1) existing at the conclusion of the Service is cancelled, the Service shall continue with the existing GTC unless it is also terminated explicitly pursuant to this section 7.

### **7.2 Promotions**

A customer may only take advantage of one free promotional offer per affected Service. The Service automatically incurs a charge when the promotion has finished. Cancelling the Service at the end of the promotion does not entitle the customer to further free promotions. A further free promotion is also not applicable if the customer subscribes to the Service again at a later date.

## **8. Changes**

The provisions of the GTC apply.