

1. General Terms

These Offer Terms for "Internet Security and Identity Security" apply to the Internet Security and Identity Security Services (hereinafter the "Service" or "Services") provided by Swisscom (Switzerland) Ltd (hereinafter "Swisscom"). They 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 Private Customers") in the case of private customers or to the General Terms and Conditions for Business Customers of Swisscom (hereinafter "GTC Business Customers") in the case of business customers.

2. Swisscom services

2.1 General

Internet Security and Identity Security can be subscribed to separately or together as a "blue Security & Service S".

2.2 Scope of the Internet Security Service

The Internet Security Service is offered in the form of a subscription which includes one or more licence keys (see www.swisscom.ch/cyber).

Any network-side filters, e.g. spam and virus filters for e-mail are the responsibility of the Internet or e-mail provider.

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

Offer Terms

Internet Security and Identity Security (blue Security & Service S)

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 allows access limits to the Internet for children and youth using the password-protected or profile-based locking of certain websites, the 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 Android (Smartphone and Tablet) includes the following services:

- Internet Security provides protection from viruses, worms and other malware programs.
- Internet Security identifies insecure websites.
- Internet Security allows access restrictions for children and youth to undesired websites using the browser guard. In addition, programs (apps) can be locked.
- Internet Security provides security where the device is lost or stolen by locking access to the device, by wiping all your information stored on the device or memory cards, or by helping you to find the device before it falls into wrong hands by playing an audible alarm.

Internet Security for iOS (iPhone and iPad) includes the following services:

- Internet Security identifies insecure websites and protects online banking and shopping.
- Internet Security allows access limits to the Internet for children and youth using the password-protected or profile-based locking of certain websites, the maintenance of white lists and black lists for the individual approval or blocking of websites and the entry of approved surfing times.

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

2.3 Scope of the Identity Security

Identity Security provides protection from data theft and safeguards digital identities from cybercrime.

- Up to 10 e-mail addresses can be monitored for suspicious activity.
- 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.
- A password manager stores passwords securely in a safe which offers a synchronisation feature for all devices.
- The password manager also assists in creating strong passwords. Only one master password is needed.

2.4 Updates

With Internet Security, the components of the Services required for the detection of viruses and other malware programs are continuously updated automatically in order to offer the customer the greatest possible security with minimal restrictions regarding the usage of online services.

Identity Security also requires updates to the application. These updates are independent of the detection and alerting of disclosed or stolen private data.

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

2.5 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.

In case of problems with end devices and private (or, in the case of business customers, internal) 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.

3.2 System Requirements and Updates

Usage of the software requires that the end device in question meets the system requirements. A

Offer Terms

Internet Security and Identity Security (blue Security & Service S)

continuously updated overview of the system requirements for Internet Security and Identity Security 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 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 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 licence is required for every end device to be protected with Internet Security (see item 2.2).

A separate licence is required for every e-mail address or credit card number to be protected with Identity Security (see section 2.3.).

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 Internet Security and its security settings.

4. Prices / Billing

4.1 Prices

The Swisscom prices and fees currently published at www.swisscom.ch are decisive.

4.2 Billing

Internet Security and Identity Security (or the blue Security & Service Sif both Services are purchased) are billed monthly on the customer's Swisscom invoice.

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.

4.3 Payment Arrears

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.

The provisions on arrears of the GTC Private Customers or GTC Business Customers, as the case may be, apply as a supplement.

5. Data Protection

The processing of personal data complies generally with Swisscom's Privacy Policy (www.swisscom.ch/legalaspects) in the case of private customers and with the GTC Business Customers in the case of business customers.

The types of data processing specifically for Internet Security can be found in the "F-Secure SAFE Privacy Policy" (<https://www.f-secure.com/en/legal/privacy/consumer/safe>).

The types of data processing specifically for Identity Security can be found in the "F-Secure ID Protection Privacy Policy" (<https://www.f-secure.com/en/legal/privacy/consumer/id-protection>).

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 subscribed Service(s). 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 rights of

Offer Terms

Internet Security and Identity Security (blue Security & Service S)

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 as part of the scope of Service (see sections 2.2 and 2.3) 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 warranty to ensure** that the individual safety functions (see sections 2.2 and 2.3) can provide absolute protection. **Specifically, Swisscom cannot offer any warranty that Identity Security will detect every harmful incident.**

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.

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.
- if Identity Security fails to detect a harmful incident, thereby resulting in damage.

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. Furthermore, Swisscom is not liable for damages resulting from the illegal 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; Promotions

9.1 Term and Termination

The Services can be terminated by either party at the end of any month, subject to a notification period of two months. If the customer has subscribed to both Services (blue Security & Service S), he also has the option to cancel just one of the two Services.

The licence can be returned to the Internet Security subscription at any time. The customer can use this free licence for another device.

The licence for Identity Security may 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 9.

9.2 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.

10. Changes

Swisscom reserves the right to adjust the prices, Services or the Offer Terms 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 purchased by the

Offer Terms

Internet Security and Identity Security (blue Security & Service S)

customer or the offer terms considerably to the detriment of the customer, the customer can terminate the Service involved before the change 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.