

## **1. Scope of application**

These “Terms of Use of Swisscom myCloud” (hereinafter “Terms of Use”) apply to the “myCloud” service provided by Swisscom (Switzerland) Ltd (hereinafter “Swisscom”), apply in addition to the General Terms and Conditions for Services of Swisscom (hereinafter “GTC”) and take precedence over the GTC in case of inconsistencies. By using myCloud, the Customer agrees to the Terms of Use and the GTC.

myCloud is intended for private use only. Any business or commercial use is prohibited. Use of myCloud is only permitted for natural persons residing in Switzerland.

## **2. Services of Swisscom**

### **2.1 General**

Swisscom uses myCloud to enable the Customer to store photos, videos and documents (hereinafter collectively referred to as “files”) securely in Switzerland.

Using a mobile application (iOS or Android), a web browser or a PC/Mac application, the Customer can store files in the cloud on servers in Switzerland and access them from all compatible devices.

With the myCloud app on blue TV or Apple TV, the Customer can also display part of the content on his/her TV.

The Desktop software also allows certain functions of myCloud to be used on the computer.

The files can be easily organised and, in principle, also shared. The Customer may delete files on mycloud.ch at any time.

### **2.2 myCloud subscriptions / storage space**

Swisscom offers a variety of myCloud subscriptions. Details are available at mycloud.ch.

In some cases, Swisscom customers who purchase myCloud as part of a package/bundle benefit from advantages (such as financial benefits). If the package/bundle is discontinued, these advantages automatically cease to apply.

If necessary, the subscription will be converted to the myCloud subscription available to new myCloud customers without purchase of a package/bundle.

### **2.3 Advertising**

**When purchasing a free myCloud subscription, the Customer agrees that, in exchange, Swisscom is permitted to show him/her advertisements regarding products and services of Swisscom and third parties.** For example, the free myCloud subscription may include advertisements in the form of banners.

## **3. Customer obligations**

### **3.1 Requirements**

The minimum requirement for using myCloud is an internet-enabled device..

For proper use of the service, the Customer requires an up-to-date operating system and regular updates. The Customer must be resident in Switzerland.

### **3.2 myCloud App**

If the Customer purchases the service in the App Store, on Google Play or from another online provider as an application, he/she confirms by purchasing the service that he/she additionally accepts all legal provisions relating to the purchase of an application of the relevant provider (e.g. App Store, Google Play).

With regard to use of the downloaded Swisscom myCloud app, a contractual relationship is created only between the Customer and Swisscom. The Customer hereby grants the relevant App Store (App Store, Google Play) the right to enforce the provisions of this service description in court if necessary notwithstanding the lack of a contractual agreement between the Customer and the online provider in relation to the app being purchased.

### **3.3 Legally and contractually compliant use**

The Customer is responsible for using the service in accordance with the law and the contract. In addition to Section 3 of the GTC, the

sharing of illegal or immoral content of any kind (e.g. third-party intellectual property rights without a corresponding statutory or contractual basis, content that violates privacy rights, content that is prohibited under criminal law such as child pornography and the like) is also deemed to constitute a breach of law or contract.

## **4. Costs**

### **4.1 Subscription and usage fees**

Monthly subscription fees are charged based on the myCloud subscription (see mycloud.ch). The payment obligation commences on the order date of the fee-based myCloud subscription. Subscription fees are billed in advance and must be paid by the due date indicated on the invoice.

Data transfer costs may apply when accessing the application. Whether and the extent to which such costs are incurred depends on the underlying connection enabling the data transfer. Roaming costs are to be expected when the app is used abroad.

### **4.2 Change or cancellation**

If there is a change to a different myCloud subscription, the new fee shall take effect immediately after the order has been placed. In case of either a change to a less expensive myCloud subscription or a cancellation of the subscription, any prepaid subscription fee will be refunded on a prorated basis.

### **4.3 Default**

In the event of late payment or if the credit card is declined, Swisscom reserves the right, in addition to the measures provided for in the GTC

- to restrict the use of myCloud
- to downgrade the myCloud subscription chosen by the Customer to the myCloud basic subscription and completely block access to myCloud. The Customer can remove the block by switching to a higher-grade myCloud subscription with sufficient

storage space and paying the subscription fee. **If the Customer fails to do this for several months, he/she runs the risk of having the contract terminated by Swisscom**

When paying by credit card, the Customer is advised to ensure that his/her most up-to-date credit card information is always stored in myCloud. If this information is not up to date, amounts that are due may not be debited and the consequences of default described above may arise.

## **5. Further provisions**

### **5.1 Geodata**

myCloud uses a mapping provider to assign geographic locations to uploaded photos and videos and transmits the respective geodata to that provider. The geographic assignment cannot be deactivated.

### **5.2 Content recognition function**

The content recognition function makes it possible to recognise certain content of uploaded photos or videos (e.g. photos with animals). This requires that these files are analysed in the myCloud app on the smartphone and marked accordingly ("tagging"). There is no guarantee for the correctness or completeness of the recognised content. The data collected about the content is stored securely on Swiss servers, used only for myCloud functions (e.g. search function) and - subject to section 5.3 - not passed on to third parties.

### **5.3 Information to authorities**

The Customer acknowledges that Swisscom may, if requested by an authority, be forced to grant access to his/her files and to disclose the personal details.

### **5.4 Sharing a link**

The Customer acknowledges that he/she bears sole responsibility for content sharing. Any shared content is available to anyone who

receives or has access to the respective hyperlink. The Customer may deactivate the link and stop sharing at any time. However, this does not delete content that was copied to another device or computer previously. The Customer is responsible for informing the persons to whom he/she provides a link that when the link is accessed the IP address of that person is accessed and that myCloud also records their user behaviour.

### **5.5 Access to files in the event of death**

If the Customer dies, the person or persons who has/have access to the Swisscom login credentials shall have access to the files. Pursuant to the “Terms and Conditions of Use of the Swisscom Login”, Swisscom can send new login credentials to the address of community of heirs of the deceased Customer. The existing login credentials become invalid upon delivery of the new login credentials.

## **6. Fair Use Policy**

**myCloud applies to normal personal use**, in particular for photos and videos. **If the use differs significantly from normal personal use, Swisscom reserves the right at any time to discontinue or restrict the provision of services or to take other appropriate measures.** Possible measures include but are not limited to: Limiting the monthly uploadable file volume, limiting the size of the file to be uploaded, excluding certain file types from uploading, or temporarily deactivating the account. Affected users will be informed of these measures.

## **7. Misuse**

Swisscom takes various measures to prevent and detect misuse. In particular, processes concerning the sharing of content with third parties (sharing) – but not the content itself – are monitored using various key indicators. If a Customer damages or endangers the service or the systems or facilities of a third party or of Swisscom, or if there are indications of illegal or non-contractual conduct, in particular in relation to the sharing of copyrighted material

(music, films, images), Swisscom may require the Customer to use it in accordance with the law and the contract (procedure corresponds accordingly to the notice and takedown procedure under the SIMSA Hosting Code of Conduct), may without prior notice modify, limit or discontinue the provision of its service without having to pay compensation, may terminate the contract with immediate effect without paying compensation, may immediately block the account, may prevent the uploading of illegal files, and take other measures, and, if necessary, demand compensation for damages and indemnification in respect of third party claims.

## **8. Export control regulations**

This software is subject to the export control regulations and other laws of the USA and may not be exported, re-exported, or transferred to certain countries (currently Cuba, Iran, North Korea, Sudan, the Crimea Region of Ukraine, and Syria) or to persons or legal entities who are prohibited from receiving export goods from the USA (including those listed (a) in the Denied Persons List or Denied Entity List of the Bureau of Industry and Security and (b) in the List of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control).

## **9. Entry into force, duration and termination**

### **9.1 Entry into force and duration**

The Agreement shall come into effect upon first use by the Customer and shall remain in force for an indefinite period.

### **9.2 Termination of myCloud with deletion of the account**

Either party may terminate the contract at any time without compensation. **Swisscom exercises this right in cases including but not limited to the following:**

- Contractual breaches or unlawful acts by the Customer



**swisscom**

## Terms of Use of Swisscom myCloud

- **Exceeding the subscribed storage space**
- **Prolonged non-use or blocking of the myCloud subscription.**

After termination of the contract, the files and the account will be deleted.

August 2024