

Terms and Conditions of Use of Swisscom myCloud

1. Scope of application

These “Terms and Conditions of Use of Swisscom myCloud” (hereinafter “Terms of Use”) apply to the “myCloud” service provided by Swisscom (Switzerland) Ltd (hereinafter “Swisscom”) and apply in addition to the [General Terms and Conditions for Services of Swisscom](#) (hereinafter “GTC”). 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, video clips 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 Swisscom 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 or his/her myCloud account on mycloud.ch at any time.

2.2 Product versions / storage space

myCloud comes in various product versions (“product editions”). A detailed comprehensive functional overview and offer design, including with regard to content sharing options, is available at mycloud.ch.

In some cases, Swisscom customers who purchase myCloud as an add-on to a Swisscom basic service benefit from advantages (such as more storage space and financial benefits).

2.3 Exceeding the subscribed storage volume

If the volume of storage space uploaded or used exceeds that of the currently used myCloud edition, there may be restrictions on use (e.g. uploading new data is no longer possible) until the volume is again equal to the permitted quantity (e.g. as a result of the Customer deleting data) or until another edition with more or sufficient storage has been ordered. Swisscom normally does not delete any data of the Customer. If, in an exceptional case, it becomes necessary for Swisscom to delete data, Swisscom shall inform the Customer in advance.

3. Customer obligations

3.1 Requirements

The minimum requirement for using myCloud is an internet-enabled device. Information on supported operating systems can be found on mycloud.ch or in the App Store or on Google Play. 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 product edition (see mycloud.ch). In selected configurations (see mycloud.ch), subscriptions for additional storage space may be purchased.

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 Commencement of payment obligation; change

The payment obligation commences on the order date of the fee-based product edition. If there is a change to a different product edition, the new fee shall take effect immediately after the order has been placed.

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 downgrade the product edition chosen by the Customer to the basic edition, terminate or restrict access to the stored content, delete content stored by the Customer, or terminate the Customer's account.

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 may arise.

5. Further provisions

5.1 Geodata

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

5.2 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.

5.3 Sharing a link

The Customer acknowledges that he/she bears sole responsibility for content sharing. The Customer may deactivate the link and stop sharing at any time. 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.

5.4 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.

6. Fair Use Policy

myCloud applies to normal personal use, in particular for photos, video clips and files. 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 Cancelling a fee-based edition / switching edition

The Customer may change the selected product edition in the "Settings" section of its Swisscom myCloud account. If the Customer wishes to cancel a fee-based edition and switch to another

edition, the product shall be downgraded to a lower edition immediately. Section 4.2 shall apply to fees, and Section 2.3 to storage volumes.

9.3 Termination of myCloud with deletion of the account

Either party may terminate the contract at any time without compensation. The above is without prejudice to any minimum service periods agreed upon when the order is placed. The data and the accounts are deleted upon termination of the contract.

9.4 Discontinuation of basic service

If the myCloud Customer enjoys benefits because he/she purchases a basic service from Swisscom, such benefits (e.g. financial advantage, more storage space) automatically cease to apply if the basic service is discontinued. If necessary, a switch will be made to the product edition that is available for new myCloud customers - without purchasing a basic service. Section 2.3 (Storage volumes) must also be noted.

March 2023