



# Terms and Conditions of Use of the Swisscom Login

## 1 Scope of application

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The "Terms and Conditions of Use of the Swisscom Login" (hereafter "Terms and Conditions of Use") shall govern the registration for and use of the Swisscom Login. The Swisscom Login (hereinafter "Login" or "Swisscom Login") enables access to a variety of services via the Internet (hereinafter "Online Services"). If means of access and procedures are used by other services (e.g. Mobile ID) or third parties (e.g. biometric data stored on the terminal device), the Customer must also accept the corresponding separate provisions in advance.

Online Services themselves are not part of these Terms and Conditions of Use. For most Online Services, additional conditions must be accepted separately. Moreover, the provisions on availability, interruptions, liability, changes to the service, etc. may deviate from those of the present Terms and Conditions of Use.

Likewise, the present Terms and Conditions of Use do not cover the technical (Internet) access required to use the Login; such access is the Customer's responsibility.

## 2 Registration

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### 2.1 General

The Customer shall comply with the registration requirements. He is responsible for the complete, up-to-date and accurate performance of the registration and for the accuracy of the information concerning him. Swisscom reserves the right to verify the Customer's information and authenticity at any time.

For certain Online Services, the registration process must take place in Switzerland. It is also possible that an activation code will be sent to the Customer by post to the address specified in the Agreement.

### 2.2 Required data

The data that the Customer has to enter in the registration process also depend on the specific Online Service the Customer wishes to use. It is therefore possible that, after successfully registering for a particular Online Service, the Customer will have to provide additional data in order to use another Online Service.

### 2.3 Completion of registration

After registering, the Customer will be able to use the access data (e.g. user name, password or, if applicable, mobile ID, biometric data) to perform the Swisscom Login.

### 2.4 Access data in the event of death

If the Customer dies and someone identifies himself as the Customer's heir or the representative thereof (e.g. the statutory heir or the executor of the will), Swisscom may send new access data to the address of the deceased Customer's heirs. Upon delivery of new access data, the prior access data will become invalid.

## 3 Login process

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The access data must be entered for each individual Login. Depending on the Online Service, further details or steps may be required for service activation or individual authorisations, or additional restrictions are possible (e.g. Logins permitted only in Switzerland, time restrictions on access).

## 4 Swisscom's services

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### 4.1 Customer Center (My Swisscom)

Upon successfully completing the registration process, the Customer will have access to Swisscom's Customer Center, where he can edit his access data.

### 4.2 Availability of the Login process

As a general rule, Swisscom makes the Login process available 24 hours a day, seven days a week, but Swisscom is under no legal obligation to do this. Swisscom provides no warranty for continuous and error-free access.

Swisscom is entitled, at its own discretion, to interrupt Login access to the Online Services at any time and without any liability if it deems this appropriate for important reasons, e.g. maintenance work, technical development, disruptions, security or misuse risks or breach of contract. Swisscom shall not be liable for any damage resulting from such interruptions.

### 4.3 Security

In developing and maintaining the registration and Login process, special attention has been paid to security. Customer acknowledges that, despite all efforts by Swisscom and the use of modern techniques and security standards, absolute security and freedom of error cannot be guaranteed for the systems and procedures utilised.

Swisscom reserves the right to introduce other security features, to authenticate users in another manner and to discontinue authentication methods or to restrict them generally or individually.

Swisscom cannot guarantee the security of means of access stored and processed outside the Swisscom infrastructure (e.g. biometric data on the terminal device) or the procedures used for such purposes.

## 5 Customer's services

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### 5.1 Minimum requirements

The registration and Login require Internet access, an up-to-date Internet browser and the acceptance of cookies.

The requirements for any Online Service are set out in the terms and conditions of use thereof.

### 5.2 Duty of care

The Login is personal and must not be shared. The Customer must keep his access data secret, ensure the careful and secure retention of his access data (in particular his password) and protect them against misuse by unauthorised persons. Access data may not be shared with third parties.

The Customer shall be liable to Swisscom for all third-party use of his access data and shall bear the corresponding risks. Therefore, if third parties gain knowledge of the access data, the Customer is advised to change the access data immediately in "My Swisscom". Alternatively, he may contact Customer Services by telephone on 0800 800 800 (private customers) or 0800 055 055 (business customers).

The Customer must maintain his software (in particular his browser), devices used for Login (e.g. smartphone) and the available protective measures against malware and third-party access to the latest security standards and actually utilise these protective measures.

If the Customer shares the use of his device with third parties, he is advised to log out upon completing the use of the Online Service.



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## 5.3 Changes by the Customer

In case of changes (e.g. email address or mobile number provided for account recovery), the Customer must update his data.

If Swisscom identifies in its systems a security-related change (e.g. SIM block, SIM change, change of owner) to a Swisscom mobile number which is used as an access device, Swisscom shall automatically make the necessary adjustments to the authentication options in order to protect the Customer. This may result in the removal or restriction of authentication options and the need to re-register the mobile number.

## 6 Additional provisions for business customers and sales partners

### 6.1 General

Swisscom's business customers and sales partners (hereinafter collectively referred to as the "Companies") shall be provided with an employee management system to regulate their employees' access to Swisscom's Online Services or systems, as applicable. The Companies are responsible for all Login accesses made via them and for their employees' compliance with these Terms and Conditions of Use. Companies must also ensure, in the event of relevant changes (e.g. departures and/or internal changes in employees' responsibilities), that the access data removed for the employees concerned are erased.

Regardless of internal regulations or circumstances of the Customer and entries in the Commercial Register, Swisscom may assume without further verification of the authorisation that the user, who holds himself out to Swisscom as an employee of the Customer (authenticated), is authorised to act on behalf of the Customer (apparent authority).

### 6.2 Administrator and other users

Companies have Login access with different roles. The Company administrator ("Administrator") holds the role with all rights. The Customer designates the Administrator. If the Customer wishes to make changes with regard to the Administrator (block, change, etc.) but cannot carry them out independently, the Customer shall inform Swisscom thereof. The latter will take the appropriate action.

In particular, the Administrator is responsible for assigning authorisations to other persons (hereinafter "Additional Users") and for creating and deleting additional Login accesses. Any person disclosed to Swisscom in this manner shall be deemed to have been authorised by Swisscom until such time as the Administrator deletes their Login access or removes their corresponding authorisations. This shall apply regardless of any contrary internal regulations or circumstances of the Customer and entries in the Commercial Register.

In the event of loss or suspected misuse of the access data, the user in question must contact first and foremost the Administrator. The Administrator shall take the necessary steps and immediately change the access data concerned.

### 6.3 Personal data of other users

The Customer and the Administrator may gain access to personal data of the users. The Customer is exclusively responsible for using these data in accordance with applicable legislation, the recommendations of the FDPIC and the Customer's internal instructions. The sales partners shall also comply with the requirements set forth in their respective distribution agreement with Swisscom.

## 7 Misuse

If the Customer determines that his Login or the Online Services have been used improperly, the Customer must report this to Swisscom immediately. Swisscom shall recommend or take appropriate measures (e.g. reset the password).

If there is evidence that the Customer is behaving in violation of the law or in breach of the Agreement or that his infrastructure is being misused (e.g. phishing), Swisscom may take appropriate measures, namely to delete or block the Customer's Login access and/or any or all Online Services without notice and without giving any reason and may terminate the Agreement without being liable for damages. Swisscom shall inform the Customer immediately of the deletion or blocking.

In the event of unlawful conduct, the Customer must also expect claims for damages from Swisscom or from injured third parties, as well as criminal sanctions from the competent authorities.

## 8 Data protection

The processing of personal data is generally carried out in accordance with Swisscom's General Data Protection Statement.

The Login process requires that cookies be set in the browser of the accessing device.

Based on the Login, the Online Service receives access to customer data stored with Swisscom, such as name, address and email address. The processing of these data as part of the Online Services is governed by the terms and conditions of use thereof. Swisscom employees, the Online Services and third parties have no knowledge of passwords and biometric data and cannot become aware of them either. Biometric data used as means of access are not stored by Swisscom or processed otherwise.

Certain Login data (session data, such as IP address and device information) can be analysed in order to prevent misuse, if applicable in consultation with third parties in Switzerland or abroad.

Swisscom evaluates the Customer's user behaviour within the Login processes (e.g. process for registration, forgetting the password) in order to optimise these processes. This takes place anonymously, with the exception of the IP address, which is used to determine the user's geolocation (country/region/city). For the purposes of analysing user behaviour, Swisscom collaborates with Adobe Analytics, which may involve transfers of these data abroad. The evaluation of user behaviour in the Customer Center is based on the General Data Protection Statement and evaluations by other Online Services according to the terms thereof.

Swisscom may engage auxiliaries and third parties in Switzerland and abroad to provide and operate the Login. In this respect, Swisscom shall comply with the provisions of the Swiss Data Protection Act, in particular concerning data access from abroad. In particular, the auxiliaries and third parties involved may process the data to which they are given access only for the same purposes as Swisscom itself.

## 9 Swisscom's liability

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Liability for damages due to simple negligence is excluded. In any case, Swisscom's liability for consequential losses, lost profits, data losses and losses resulting from downloads is excluded to the extent legally permissible. Furthermore, Swisscom shall not be liable for any loss or damage arising from the use of the Login in violation of law or the Agreement or due to a breach of duties of care by the Customer.

Liability regarding Online Services and Internet access is governed by the corresponding separate contracts.

## 10 Amendments

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Swisscom may at any time make changes to the registration and Login, change the scope of the Online Services available via Swisscom's Login and adjust these Terms and Conditions of Use.

Changes to these Terms and Conditions of Use shall be notified to the Customer appropriately (e.g. displayed at Login). If the Customer does not agree with a significant change that is detrimental to him, he must refrain from using the Login. This can lead to restrictions in certain Online Services. By using the Login, the Customer accepts the change tacitly.

## 11 Term and termination

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The Agreement shall come into force upon completion of the registration process. The Agreement has been concluded for an indefinite term.

The Customer may terminate the Agreement at any time, if or as soon as all contracts relating to the Online Services used by the Customer have ended prior to such termination, as applicable.

If the Customer terminates the contracts for the Online Services used by the Customer without terminating this Agreement and fails to use the Login for at least 500 days, Swisscom shall be entitled to delete the Login and terminate the Agreement.

The foregoing shall be without prejudice to extraordinary termination pursuant to Section 7. On the termination date, Login access to all Online Services shall cease.

## 12 Applicable law and place of jurisdiction

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The Agreement shall be governed by Swiss law. The place of jurisdiction is Bern. Mandatory places of jurisdiction remain reserved.