

## Conditions for the Offer

---

### My SME Office / CombiLINE Flex

#### 1 General

These Conditions apply to the services "My SME Office" and "CombiLINE Flex" (hereinafter referred to collectively as "the Service") from Swisscom (Switzerland) Ltd (hereinafter "Swisscom"). These "Conditions for the Offer My SME Office / CombiLINE Flex" shall apply in addition to the "General Terms and Conditions for Services" ("GTC") as well as the Special Conditions for fixed network, Internet, Service, and TV 2.0 and shall take precedence in the event of any contradictions. These contractual provisions can be found at [www.swisscom.ch/sme-legalaspects](http://www.swisscom.ch/sme-legalaspects) and [www.swisscom.ch/sme-package](http://www.swisscom.ch/sme-package).

Availability of the Service can be checked at [www.swisscom.ch/sme-package](http://www.swisscom.ch/sme-package).

Corporate customers ("Enterprise Customers") cannot take advantage of the Service. If a Customer (SME Customer) makes use of the Service and is moved to the corporate customer segment, Swisscom may terminate or adapt the Service or parts thereof with immediate effect.

#### 2 Performances by Swisscom

##### 2.1 General information

The Service consists of a fixed component as the basis for company communication, with other components that can be added individually, such as additional phone numbers. Additional options or package benefits may be available for mobile, depending on the service feature selected. The detailed contents of the individual components and the various combinations possible can be found at [www.swisscom.ch/sme-package](http://www.swisscom.ch/sme-package).

The Service may only be used for normal business customer use. With regard to telephony, the Service is valid for normal voice telephony and not for special applications such as machine-to-machine and permanent connections.

##### 2.2 Site connectivity

Site connectivity is the connection of the router at the Customer's premises with the Swisscom network. Swisscom shall stipulate whether site connectivity will take place via xDSL (copper) or fibre-optic cable.

##### 2.3 Mobile package benefit

With certain combinations of My SME Office with NATEL subscriptions from Swisscom, the Customer receives a package benefit. Details can be found on the homepage or in brochures.

##### 2.4 Business telephony with Business Telephony app/client

###### 2.4.1 General information

In addition to normal telephony usage, this Service makes it possible to have software-based usage for business telephony by means of a Business Telephony App/client. The Business Telephony app/client is installed on a computer, smartphone or tablet. It allows the Customer to make calls via the Internet Protocol using WiFi connections or via Mobile Data or Mobile GSM with centrally provisioned PBX functionalities.

#### 2.4.2 Customer and user

The Customer is the owner of the connection at the company's main site. The Customer is also the contract holder for the Business Telephony app/client used by the users (employees). A user is a person to whom the Customer grants the right to use the business telephony app/client. A user can install the Business Telephony app/client on an unlimited number of devices, but may only use it on 3 devices (Smartphone / PC / tablet). The devices that was last started can be used for communication. A Smartphone, PC and tablet can be used simultaneously.

#### 2.4.3 Usage / Emergency calls while underway

Customers and all users can also use the Business Telephony app/client worldwide, regardless of their location (so-called "nomadic use"). Impeccable voice quality cannot be guaranteed if calls are made via the configured Business Telephony app/client. This is dependent on the quality of the connection at the respective location.

Using the Business Telephony app/client in a public network, a network that does not belong to Swisscom, or abroad may entail increased risk in respect of call tapping by unauthorised third parties using network manipulation.

Emergency calls are always sent to the relevant emergency services at the company location. This also applies for the use of the Business Telephony app/client outside the main location, while underway. We therefore strongly advise against using the Business Telephony app/client outside the company location.

If the Business Telephony app/client is used on a mobile device (smartphone) the localisation only takes place via the mobile network or SIM card, if the SIM card used in the device is configured for voice telephony and the emergency number 112 is selected.

#### 2.4.4 Phone numbers

Existing phone numbers (single numbers, multiple numbers) may be configured on the appropriate Business Telephony app/client, with the approval of owner of the connection.

### 2.5 Swisscom TV 2.0

All Swisscom TV Public services may be used privately or for commercial purposes. The customer is responsible for the correct registration and payment to Billag/Suisa.

However, Swisscom TV 2.0 (independently of the Billag licence fee or any Suisa charges, e.g. for public viewing or for general background entertainment) may only be used privately and never commercially. In particular, reception and use of Swisscom TV 2.0 Plus in publicly accessible areas, e.g. in cafés, restaurants, hotels, cinemas, theatres or shop windows, rental and editing of programmes for use in public areas are prohibited. Any customer infringing these provisions must compensate Swisscom accordingly.

The youth protection mechanisms partly pre-installed by Swisscom may be deactivated by the customer at the customer's own risk.

### 2.6 Support

Swisscom operates a free SME hotline (0800 055 055) for reporting faults in the Service. There is no charge for rectifying faults within the Swisscom infrastructure.

### 2.7 Service Level Agreement (SLA)

The "Special Conditions Service" defines the general principles of service quality and the measurement thereof. The concrete scope of the service level, such as target values, prices, etc., can be found on the homepage ([www.swisscom.ch/sme-package](http://www.swisscom.ch/sme-package)).

The Services described herein are deemed to be managed objects pursuant to the "Special Conditions Service". Service faults should be reported to the free SME Service Desk (0800 055 055).

For each Service Level, it is defined within the precise scope whether a compensatory payment shall be due upon a target value not being attained. The amount of compensation to be provided in such an event shall correspond to the monthly charge for the overall Service, (including subscribed options) excluding accumulated phone charges outside of the flat rate.

## 2.8 Internet Backup

With certain service offers the customer receives with Internet Backup a backup Internet connection of restricted performance in the event of an outage. For the Internet backup to function, it is necessary to have a radio connection with the Swisscom mobile network (GSM/UMTS/LTE) inside the building at the customer's location, which cannot be guaranteed.

The hardware supplied by Swisscom for this purpose passes into the ownership of the customer; it only works with the devices and offers approved by Swisscom for Internet Backup. No mobile services can be used with this mobile connection apart from packet switched data on the Swisscom mobile network. It is not possible to guarantee the same speed and quality of connection as with a fixed network Internet connection. This applies to IP telephone calls in particular.

Internet Backup must only be used as a temporary and stationary stop-gap measure in the event of outage of the fixed network Internet connection. It is not permissible to deactivate the latter deliberately in order to switch to Internet backup.

If the customer changes to a package with Internet Backup, the minimum subscription period for the package in question is two months. If the package is cancelled or if the customer changes to a package without Internet Backup, the backup connection via the mobile network can no longer be used.

## 2.9 Options

### 2.9.1 General information

The Service may be supplemented with various individual options. Further information on the various options can be found at [www.swisscom.ch/sme-package](http://www.swisscom.ch/sme-package). This site also provides information on which options are not available with the Service (e.g. National half-price subscriptions, Combi, Mini-Combi, Business Call option and Business Favorite option).

### 2.9.2 Fixed IP address option

Fixed IP addresses enable Customers to operate their own e-mail or Web server. IP addresses are taken from the IP address range assigned to Swisscom by RIPE (Réseaux IP Européens) in accordance with the RIPE guidelines. Customers are not entitled to select specific IP addresses. Swisscom may change IP addresses at any time. If the Customer ceases to use the option, the IP addresses will revert immediately and completely to Swisscom.

It should be noted that in the case of the subnetworks with between 4 and 256 fixed IP addresses, 3 IP addresses are required for the technical provisioning of the Service and can thereafter no longer be used for customer-specific services.

## 3 Obligations of the Customer

### 3.1 Duty to cooperate

#### 3.1.1 General information

The Customer must provide Swisscom with all the information required for activating and installing the Service and for remedying faults. The Customer shall grant Swisscom or third parties commissioned by Swisscom access to the relevant documents, information and premises.

#### 3.1.2 Routers on Customer premises

For technical reasons, only routers approved by Swisscom may be used for the Service. These should be set up in a suitable location and Swisscom recommends that they are installed with the help of an electrical/IT partner or Swisscom's installation service.

#### 3.1.3 Fixed IP address option

Prior to installation, the Customer shall provide Swisscom with the necessary information relating to the use of the public IP addresses for RIPE ([www.ripe.net](http://www.ripe.net)) in accordance with the RIPE guidelines.

### 3.2 Business Telephony app/client

#### 3.2.1 Technical requirements / Devices

##### General information

The Business Telephony app/client is only available with the Service set forth herein and may only be used with a smartphone, tablet or PC.

##### Choice of correct mobile subscription

The Customer shall obtain information on which Swisscom mobile subscription is suitable for the requirements involved. The Customer shall be notified of which subscriptions are suitable and supported, and these can be found on the homepage.

##### Devices/software that may be used

The only versions of software that can be used are those that are available from and have been approved by Swisscom. The software versions recommended are specially tailored to the Service. Swisscom develops the software for PCs, tablets and smartphones. The Customer shall be notified of which devices and software versions are supported, and these can be found on the homepage.

##### Use of non-recommended or non-approved software

It is not permitted to use software that has not been recommended or approved. Should the Customer nevertheless use non-recommended and/or non-approved software or configurations, there is an increased risk that the Business Telephony app/client will not function or will not function correctly. If Swisscom is unable to provide support for the overall system or if other customers are affected, Swisscom reserves the right to suspend provision of its service without being required to issue prior notice of such and/or to terminate provision of its service with immediate effect for good cause. The Customer shall be liable for any loss or damage arising out of and in connection with such.

#### 3.2.2 Access data, passwords

The Customer shall bear full responsibility for the use of access data and passwords. The Customer must take effective measures to prevent any misuse. In particular, passwords must be chosen carefully, changed (or arranged to be changed) regularly and stored safely.

#### 3.2.3 U.S. Export Administration Regulations

This software is subject to the U.S. Export Administration Regulations and other U.S. law, and may not be exported, re-exported, or transferred to certain countries (currently Cuba, Iran, North Korea, Sudan and Syria) or to persons or entities prohibited from receiving U.S. exports (including those (a) on the Bureau of Industry and Security Denied Parties List or Entity List, (b) on the Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons).

### 3.3 Fault localisation and faults outside the Swisscom network

Swisscom shall not cover any costs that have arisen due to the Customer's commissioning of a partner to localise and/or rectify any faults in the Service.

Should Swisscom's investigations reveal that a fault is located outside of the Swisscom network, e.g. in the Customer's infrastructure (in-house installation, PC, mobile, tablet, etc.), the hotline can provide the details of a partner for further on-site support should the Customer so request. If Swisscom is called in to rectify a fault where the cause is located outside of the Swisscom network, the costs may be charged to the Customer.

## 4 Installation

### 4.1 General information

In principle, the Service may be installed by the Customer itself. The Customer may have a partner carry out the - installation or have it carried out by Swisscom (subject to a charge), which is particularly recommended in the case of ISDN installations.

### 4.2 Installation by the Customer or by an IT partner commissioned by the Customer

In this case, the IT partner or Customer shall bear sole responsibility for the correct technical installation of the Service on the Customer's premises. The IT partner is not a Swisscom auxiliary partner, and Swisscom shall not enter into a simple partnership with it. The Customer shall be responsible for coordinating the work with the IT partner and shall bear all costs incurred by the IT partner.

In the case of this type of installation, the Customer shall indicate in the order the date on which it requires that the Service be available for use ("available-for-use date"). The Customer shall be notified of this date in writing. Swisscom shall endeavour to adhere to the available-for-use date. However, it cannot provide any guarantee in this respect. Swisscom shall inform the Customer as soon as the Service is available for use.

### 4.3 Installation by Swisscom

Swisscom is commissioned by the Customer to carry out the necessary modifications. The Swisscom technician shall carry out the activities laid down in the installation order issued to Swisscom. This shall be drawn up in accordance with the Customer's requirements and the costs incurred communicated to the Customer.

In the case of this type of installation, the Customer shall indicate in the order the required installation date. The installation date shall be the date on which the Swisscom technician travels to the Customer's premises and commences with the work in question. This date shall not be construed to be the date of completion of all the work in question. The Customer shall be notified of the installation date in writing.

Any work that the Customer requires that is not included in the installation order must be requested in an additional new order. As a rule, a new date must be agreed for the work in question. The Customer shall not be entitled to require that this additional order be carried out immediately after completion of the agreed installation order.

### 4.4 Installation of the Business Telephony app/client

Following installation of the Service, the Customer may carry out installation of the Business Telephony app/client via the Customer Centre.

The user may use the information provided to select, download, install and register for the required Business Telephony app/client version on the appropriate download website. The Customer shall be responsible for carrying out the installation for the individual users. Swisscom shall not assume any costs incurred in connection with third parties. The Business Telephony app/client can also be installed by Swisscom (service subject to a charge).

#### 4.5 Existing customers

In the case of all types of installation, migration to the Service will give rise to a noticeable interruption in Internet and telephony services, which can last up to 1.5 working days. In such a case, the Customer shall not be entitled to any claims for replacement or compensation from Swisscom.

#### 4.6 Implementation reservation

If, in spite of positive feasibility studies (on the part of both the Customer and Swisscom) and order confirmation, it is found during implementation that the Service cannot be established due to unforeseen technical reasons or disproportionately high costs, Swisscom's contractual obligation shall cease with immediate effect. In such a case, the Customer shall not be entitled to any claims for replacement or compensation from Swisscom.

### 5 Prices

#### 5.1 General information

Current prices (one-time and recurring charges) relating to the Service can be found at [www.swisscom.ch/sme-package](http://www.swisscom.ch/sme-package). One-time charges include activation and installation charges. Recurring charges include subscription and usage fees.

The obligation to pay shall begin on the day following activation of the Service, and shall also apply in cases where the Service has been activated but cannot yet be used due to delays for which Swisscom is not responsible.

#### 5.2 Information regarding usage fees

Separate rates apply in particular in connection with calls abroad, teleconferencing, business numbers (e.g. 09xx/08xx), short numbers, directory services including call forwarding and calls with cards. When the Business Telephony app/client is used, the normal charges for the Service apply. Additional costs may be incurred with roaming and the use of fee-based WLAN hotspots. Additional costs may also be incurred within Switzerland if an unsuitable mobile phone subscription is used. Such additional costs shall be charged to the mobile phone bill. Swisscom's homepage provides information as to which mobile phone subscriptions are suitable.

#### 5.3 Noticeable cost trend

In the interest of protecting the Customer, Swisscom reserves the right to block access to the Business Telephony app/client in the event of abnormal developments in the charges incurred by the Customer. The blocking will only come into force if Swisscom is unable to make contact with the Customer, and can be revoked again by the Customer getting in touch with Swisscom in writing or by phone.

### 6 Conclusion of contract, minimum service period and termination

#### 6.1 Conclusion of contract, entry into force

By using the offer for the first time, the Customer accepts the contractual provisions and the minimum service period of 12 months for the Service. The Customer is responsible in respect of Swisscom for ensuring that this first-time use is carried out by the Customer or a party authorised by the Customer.

Any pre-existing individual contracts held by residential or SME customers in connection with the fixed network (EconomyLINE, MultiLINE ISDN, BusinessLINE ISDN) and the Internet (DSL packages for residential customers and Business Internet Light for business customers) shall be replaced at such time by these new, unified contractual provisions.

#### 6.2 Notice periods and minimum service period

Termination is possible subject to a notice period of two months, at the earliest as of the end of the minimum service period. In the event of premature termination, the charges due up to expiry of the minimum service period shall be owed and become due for payment immediately. In the event of a change within the Service portfolio ("My SME Office", "CombiLINE Flex"), the existing minimum service period shall be transferred to the new Service.

#### 6.3 Termination

Termination of the Service shall automatically result in the termination of all options.

#### 7 Changes to and discontinuation of the Service

Changes to and discontinuation of the Service shall be governed by the GTC and the Special Conditions.