

## 1 General information

The terms and conditions of this offer apply to the Service Package "Classic" provided by Swisscom (Switzerland) Ltd ("Swisscom"). They apply in addition to the General Terms & Conditions for services ("GTCs") and may supplement the Special Conditions Concerning the Internet. In the event of contradictions, the terms and conditions of this offer shall take precedence.

## 2 Services provided by Swisscom

### General

Swisscom offers a bundle of Internet services under the name Service Package "Classic". It can be subscribed to individually or in combination with Internet access from Swisscom and primarily offers the following services (see [www.swisscom.ch](http://www.swisscom.ch) for details):

- 5 e-mail address "choice\_of\_name@bluewin.ch" with access via an e-mail programme (such as Outlook, Windows Mail, etc.) or via Webmail, i.e. via the Internet (using a browser)
- Large e-mail storage space for each e-mail address
- Address book
- SMS function to send short messages
- Calendar
- Spam, phishing and virus filters

Monthly fees are incurred in connection with Service Package "Classic". It is available free of charge, however, in conjunction with the simultaneous use of Swisscom Internet access.

### Optional additional services

SMS messages can be sent directly from a PC using the SMS function if the SMS function has been activated.

## Fair usage policy

The service package "Classic" and in particular the unlimited delivery of e-mails and SMS apply to normal usage within Switzerland. If significant deviations are observed (e.g. delivery to large recipient groups), Swisscom reserves the right to take appropriate measures, such as the introduction of a general limit or the cessation or limitation of service provision towards the customer.

## Spam, phishing and virus filters / recycle bin

Swisscom keeps its spam, phishing and virus filters state-of-the-art.

Filtered e-mails identified as spam or phishing mails shall be placed in a spam folder of Swisscom's Webmail. Any contents of this folder which are more than seven days old shall be automatically deleted by Swisscom.

Swisscom has the right to move harmful e-mails (e.g. phishing, viruses, worms) which are not detected by the filters to the spam folder in the Customer's mailbox at a later point in time.

Swisscom may scan e-mails sent via a Swisscom e-mail service for harmful software (e.g. viruses, worms, etc.), filter any illegal use of a Swisscom e-mail service (e.g. sending spam) and block these if necessary.

E-mails or SMS which remain in the Swisscom Webmail "Recycling Bin" for more than 30 consecutive days shall be automatically deleted by Swisscom.

## Changes

Swisscom shall be entitled to make technical or functional modifications at any time and without prior notice, provided that this does not have an impact on the customer's costs or a major effect on the operation and basic performance of the agreed services.

## 3 Obligations of the Customer

### Network connection

The Service Package Classic basically works without a fixed network connection. However, its usage does require a billing relationship with Swisscom.

In the event that the Customer and the network access customer are not the same person, the Customer shall be responsible for obtaining the consent of the network access customer to use this network access.

### Usage

The customer is responsible for ensuring that usage of the Classic service package (especially the delivery of e-mails and SMS) does not violate legal principles or the Fair Usage Policy.

### Protective measures

The Customer shall protect all e-mail account access information against unauthorised access.

### Advertising and opinion research

Upon purchase of this service, the Customer shall grant Swisscom the right to use all personal information obtained in connection with the establishment of the contract without further consent for the following purposes:

- E-mail ads or marketing and opinion research sent via e-mail for Swisscom's own products and services as well as the products and services of third-party companies.
- Postal advertisements or postal marketing and opinion research

The Customer may limit or prohibit use of his/her data for marketing purposes.

### 4 Billing

The Service Package "Classic" shall be billed monthly or bimonthly by Swisscom. The obligation to pay shall commence on the day following the registration of the Service Package "Classic". In the case of incomplete months, 1/30<sup>th</sup> of the monthly charge shall be billed per day.

### 5 Guarantee

In addition to the other warranty provisions contained in the other contractual documents, the following shall apply:

Swisscom does not offer any guarantee for the faultless operation of all features of the Service Package "Classic" on all terminal devices.

Swisscom provides no guarantee that spam, virus and phishing filters provide complete protection against the receipt of spam and phishing mails and/or e-mails containing viruses. Swisscom excludes all liability for any damage to the Customer's system resulting from spam, phishing mails or e-mails containing viruses. Customers shall continue to be responsible for taking measures against the receipt and distribution of spam, phishing mails and viruses on their systems.

Certain mobile services (e.g. SMS) are transmitted over a third-party mobile network. Swisscom cannot provide any guarantee for the operation or availability of third-party mobile networks, nor the delivery of messages, transmission times and capacities, quality and support. Particularly for this reason, Swisscom cannot guarantee that the messages transmitted via the mobile network will always be delivered to the recipient. The Customer shall be obliged to pay for the services supplied by Swisscom, even in the case of messages that were not delivered, or were delivered incorrectly or with delay via the mobile network.

### **6 Termination**

It is only possible to terminate a Service Package "Classic" obtained from Swisscom at no charge in connection with Internet access via the cancellation of Internet access.

Termination of a "Classic" service package subscription, which does not include Swisscom Internet access, can be carried out in the Customer Center. The termination will take place on the last day of the month after next.

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