

1 General information

The terms and conditions of this offer apply to the Service Package "Light" 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 "Light". It can be subscribed to individually or in combination with Internet access from Swisscom and primarily offers the following services (see www.swisscom.ch for details):

- 1 e-mail address
"choice_of_name@bluewin.ch" with access via Webmail (using a web browser) or via an e-mail programme like Outlook, Windows Mail, etc.
- E-mail storage space
- Address book
- Spam, phishing and virus filters

Use of the Service Package "Light" is free.

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 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

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

4 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 "Light" 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 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.

5 Deletion

Swisscom reserves the right to delete, with no advance notice, the Service Package "Light" including all services contained therein after non-use of at least 365 days. The e-mail address, address book as well as all of the contents (e-mails, contacts, appointments, tasks) will be deleted. The Customer shall not be entitled to any compensation from Swisscom as a result.

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