



# swisscom

## **Terms and Conditions of Use for Safe Connect**

### **Terms and Conditions of Use for Swisscom Safe Connect**

#### **1. General**

By using the Swisscom Safe Connect service, the Customer agrees to the Terms and Conditions of Use specified herein. The Customer confirms that he/she has the necessary legal capacity to comply with these provisions.

#### **2. Services of Swisscom**

##### **General**

Swisscom shall make the Safe Connect app available for download in the "App Store" (iTunes Store, Google Play Store or another online provider).

The app secures data connections using a VPN (Virtual Private Network) solution running on Swisscom servers in Switzerland. It also blocks known malware and known harmful websites.

Once the Safe Connect app is downloaded onto a suitable device, it can be used free of charge for a non-repeatable trial period of thirty days. A subscription must be paid in order to use the app after that period ends. Monthly and annual subscriptions are currently available.

In order to be able to use Safe Connect, the device must be connected with the Internet either through a WLAN or a mobile network. Following a manual action all data transmitted will be routed through the Safe Connect VPN.

The app displays the volume of data already secured by the VPN and which infected websites have been blocked.

#### **General restrictions**

The system requirements for Safe Connect may be found in section 3 (Services and obligations of the Customer under "Device and system requirements"). The Safe Connect app's VPN service is only available if the device on which the Safe Connect app is installed has a functioning connection to the Internet. The Swisscom Safe Connect app's VPN service is available anywhere in the world if the local service provider allows a VPN service.

If there is substantiated evidence of the Safe Connect service being used illegally or if such is reported by a responsible authority or established by a legal ruling, Swisscom may demand that the Customer adhere to legally and contractually compliant usage, discontinue its provision of services without advance notice and without compensation, terminate the contract without notice and without compensation, and demand compensation for damages if applicable.

#### **Licence**

The app software is protected by copyright. Swisscom shall grant the Safe Connect user a limited, non-exclusive, non-transferrable, revocable and non-sublicensable licence to use the app on a Safe Connect-compatible device for the duration of the Safe Connect contract.

#### **Updates/upgrades**

Swisscom shall be entitled but not obliged to provide updates or upgrades for the app.



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### Support

Support shall be available only online in the form of FAQs

([www.swisscom.ch/safeconnect](http://www.swisscom.ch/safeconnect)) and in the Swisscom Support Community. The App Store from which the app was downloaded shall not be responsible for support for the app. Support is only provided in German, French, Italian or English and in written form.

### 3. Services and obligations of the Customer

#### Device and system requirements

The device and system requirements for the use of the Safe Connect service are published on

[www.swisscom.ch/safeconnect](http://www.swisscom.ch/safeconnect):

Swisscom may change device/system requirements at any time. There is no entitlement to compatibility between the app and the Customer's respective end device.

#### Security precautions

Once the Safe Connect app is activated (VPN active), the websites visited using the device in question are compared against a blacklist. This makes it possible to block hazardous websites and thus protect the device against known malware and prevent it accessing websites known to be infected.

#### Licence

The Customer may not modify, adapt, translate, reconstruct by means of reverse engineering, decompile or disassemble the software licensed by Swisscom or produce any work derived from the software. The Customer may not reproduce the software or permit it to be accessed via a public

computer forum or permit it to be disseminated by means of shareware.

Swisscom may withdraw the licence at any time if the Customer breaches or violates the terms and conditions of use or licence provisions. The Customer shall assume responsibility for any infringements of licence provisions and corresponding claims on the part of third parties. If legal action is instigated against Swisscom or the App Store, the Customer shall hold harmless and indemnify the App Store and Swisscom against any and all third-party claims.

#### Updates/upgrades

The Customer agrees that Swisscom shall provide updates and upgrades and that it can make the further provision of the service dependent on whether the Customer downloads and installs such updates or upgrades.

### 4. Charges

The current charges and fees published in the Safe Connect app shall apply. Swisscom may announce charges and fees immediately before a particular service is used.

#### Costs

Swisscom shall not charge any fee for downloading and using the Safe Connect app. The Safe Connect VPN service may be tested on a trial basis for a period of thirty consecutive days; this trial phase may not be repeated. After the end of the trial phase, fees shall be charged for the use of the Safe Connect service. They shall be payable from the moment the service is activated. The fees payable must be paid immediately through the "App Store" (iTunes Store,

Google Play Store or another online provider).

To use fibre-optic technology, a fibre-optic socket is required. Fees independent of those for Safe Connect may be charged for this, such as data transmission fees, roaming fees or fees for a WLAN.

## **5. Data protection**

### **General**

Swisscom shall adhere to the legislation in force regarding the treatment of data and, in particular, to the Swiss Telecommunications and Data Protection Acts. Swisscom shall collect, store and process only data required for the purpose of providing services, managing and maintaining the customer relationship, ensuring a high quality of service and the security of operations and infrastructure, and for billing purposes.

Swisscom shall collect customer data on the use of the Safe Connect Service and store it in a database. These anonymised data may be used to optimise services.

The **Customer agrees** that, in connection with the execution and performance of the contract, Swisscom may obtain information about the Customer and pass on data regarding his/her payment history, pass on his/her data to third parties for collection purposes, process his/her data for marketing purposes, namely for the needs-based structuring and development of its services and products and for customised offerings, and that his/her data may be processed within the Swisscom Group for the same purposes. The Customer may limit or

prohibit use of his/her data for marketing purposes. Swisscom does not register data for marketing purposes from customers outside Switzerland.

**Further, in respect of Safe Connect, the Customer hereby agrees** that Swisscom shall track his/her usage behaviour within the Safe Connect app (e.g. where and when the VPN function is used) and shall evaluate this usage in anonymised form for statistical purposes, and that data on the following are collected in Swisscom data centres for support purposes and for the formulation of enhancement measures and are evaluated in anonymised form:

- the end-device used by the Customer (including manufacturer and model)
- the operating system used by the Customer
- the IP location (country and region) and IP address
- feedback category as well as date and time.

### **Analysis of data traffic on unsafe websites/malware**

As an additional service, Safe Connect uses blacklists to check data traffic that passes through Safe Connect for access to websites known to be infected (e.g. phishing) and to malware. Access to such content is blocked. No other data traffic content is analysed. Data traffic encrypted by the Safe Connect user (e.g. https) is not decrypted or checked. Safe Connect does not replace a anti-malware software which can disinfect malware from already infected devices.



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**Transfer of data to third parties and abroad**

No personal data (e.g. customer data, customer-specific settings) shall be transmitted abroad when Safe Connect is used.

**6. Guarantee**

**Availability**

Safe Connect can be used anywhere in the world, provided the user has an Internet connection (via a mobile network or WLAN) and a current Safe Connect subscription. Certain WLANs may block VPN connections, making it impossible to use Safe Connect on them.

While Swisscom shall endeavour to ensure that Safe Connect is widely available, it cannot guarantee the interruption- and fault-free functioning of this Service nor specific transmission times and capacities. Swisscom cannot be held liable for faults, interruptions or user restrictions, for misuse or damage by third parties, or for security defects in the telecommunications network and/or Internet. Impairments and faults associated with the installation or usage of the Safe Connect app cannot be excluded. Swisscom shall provide no assurances or guarantees with regard to availability, quality, operation or support in connection with data traffic on third-party networks or third-party connections.

**7. Liability**

**General liability provision**

Swisscom shall be liable only for wilful and grossly negligent breaches of contract. Liability for simple negligence shall be

waived. In addition, Swisscom shall not assume any liability for damage or loss caused by any use of its service that is unlawful or in breach of contract.

**Force majeure**

Swisscom shall not be held liable if provision of the Service is temporarily interrupted, restricted completely or in part or rendered impossible by force majeure. Force majeure shall also be deemed to include, in particular, power outage and the action of malware (e.g. virus attack).

**8. Amendments**

The Customer shall have no entitlement to a specific configuration or retention of the service. **Swisscom may change or amend the Safe Connect app, Safe Connect service or terms and conditions of use at any time.**

Changes shall be indicated in a suitable form. Further use of the Safe Connect app or the Safe Connect service after the changes enter into force shall be deemed as acceptance of the changes. If the Customer does not agree to the changes, he/she shall be able to delete the Safe Connect app free of charge. If this is done, Swisscom shall not refund the subscription paid for Safe Connect.

**9. Entry into force, duration and termination**

**Entry into force, contractual relationship**

The Customer is deemed as having accepted these Terms and Conditions of Use and the contract is deemed as having come into force when the Customer uses Safe Connect. The contract is for an unlimited term. The contract shall be in force exclusively



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between the Customer and Swisscom, and not between the Customer and the App Store. Upon execution of the contract, the Customer is also deemed to be accepting the legal provisions of the respective App Store with regard to the acquisition of the Safe Connect application. Even though there is no contractual agreement, the Customer shall grant the App Store the right, in respect of the application, to assert the contractual provisions before a court where necessary.

**Duration and termination**

The Customer may terminate the contract at any time by deleting the Safe Connect app. Swisscom is entitled to terminate the contractual relationship or to discontinue the Safe Connect service without stating a reason for its actions. In these cases the Customer has no right to get compensation of the already paid amount.

**10. Applicable law and jurisdiction**

This contract shall be subject to **Swiss law. The place of jurisdiction shall be Berne.** Mandatory statutory jurisdiction (cf. Art. 32 and 35 Code of Civil Procedure for Consumers) shall not be affected.

This software is subject to US export control rules and other US legislation and may not be exported, re-exported or transferred to certain countries (currently Cuba, Iran, North Korea, Sudan and Syria) or to persons or legal entities prohibited from receiving goods exported from the United States (including those on the (a) Denied Persons List and Entity List of the Bureau of Industry and Security and (b) list of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control).