Terms and Conditions of Use of the Home App

1 General provisions

These "Swisscom Home App Terms of Use" (hereinafter referred to as "Terms of Use") shall apply to the "Swisscom Home App" of Swisscom (Schweiz) AG (hereinafter referred to as "Swisscom") and shall apply in addition to Swisscom's General Terms for Services (hereinafter referred to as "GTS"), the Special Terms for Internet (hereinafter referred to as "ST Internet") and Swisscom's General Privacy Policy (hereinafter referred to as "GPP"). **By installing or using the Swisscom Home App (hereinafter referred to as "Home App" or "App"), the Customer agrees to the Terms of Use, the GTS, the ST for Internet and the GPP.**

This Agreement does not take effect between the Customer and the Online App Store but rather exclusively between the Customer and Swisscom. The Customer simultaneously accepts the legal terms that apply to the purchase of the application from the relevant Online App Store. The Customer hereby grants the relevant Online App Store, with respect to the present App, the right to judicially enforce these Terms of Use independently, where necessary, notwithstanding the lack of a contractual agreement.

2 Preconditions

The App can be used only by Swisscom Customers who are resident in Switzerland and have an Internet connection and a Swisscom Internet box. Different functions are supported and displayed depending on the Internet box model. In order to use the telephony function, the Customer must have a Swisscom Internet subscription with IP fixed-line telephony (further information can be found at: www.swisscom.ch).

3 Right of Use

The Customer receives a time-limited, non-exclusive, non-transferable right to use this App. The Customer does not receive any right to make technical modifications to the App and to continue using the corresponding results.

4 Login
4.1 Login upon download of the App

After downloading the App, the Customer must log in. To do so, the Customer must enter his/her Internet-box admin password, which must also be entered in order to access the web portal to adjust the settings for the Internet box. If the Customer does not know his/her Internet-box admin password, a new password may be set via the Internet-box web portal, or directly within the App.

If the Customer does not actively log out or uninstall the App, he/she will normally remain logged in. An automatic log-out does not take place if the end device is switched off or experiences a system crash.

4.2 Additional password protection for individual functions

Most of the functions operate without additional password protection. For certain functions (e.g. child protection), an additional entry of the Internet-box admin password will be necessary before each use of the function. An automatic log out will take place 10 minutes after the last activity.

4.3 Use while stationary and on the move

If the Customer is logged in and has an Internet connection, the Customer will be able to use most of the Home App's functions both at home and on the move. Use on the move will not be possible in the case of certain functions that require a connection to a local WLAN, e.g. the WLAN Test or WLAN speed during a Speed Test.

5 The customer's duties of care

The Customer shall be solely responsible for the secure handling of the App and the mobile end device. Swisscom recommends password-protecting access to the mobile end device on which the App is installed in order to protect the personal data that could be viewed via the App in the event of

loss or theft of the mobile end device. In this respect, Swisscom completely excludes all liability. Data encryption may not function on devices whose usage restrictions (e.g. SIM lock) have been removed without authorisation. In this respect, the Customer bears the full risk him/herself, particularly in cases where third parties access the Customer's data.

If the Customer loses his/her device, or if it is stolen, the Customer has the option, via the web portal for his/her Internet-box, to block remote access to his/her files from the lost mobile end device.

6 Making calls using the fixed network number
6.1 General
The app allows the Customer to make calls using the Internet protocol via the Wifi connection connected to the Home app or via the mobile network of Swisscom (or a roaming partner of Swisscom). If a call is made with the App, perfect call quality cannot be guaranteed. Call quality depends on the quality of the connection at the location in question.

6.2 Costs
Calls are invoiced as fixed network calls from a fixed-network phone at home. Additional data usage charges may be incurred when using the mobile phone network - depending upon the Customer's mobile phone contract. Additional costs may also arise in the event that a chargeable WLAN hotspot is used.

6.3 Usage / emergency calls made on the move
The Customer can use the App to make phone calls from the fixed-network phone, irrespective of location, i.e. on the move (so-called "nomadic use"). In such cases, emergency calls are always routed to the relevant emergency services at the home address, which may result in the deployment of the wrong emergency services. Therefore, Customers are advised to use a mobile phone or a fixed-network phone in situ for emergency calls while travelling.

7 Support
The Online App Store is not responsible for supporting this App. For support queries, the Customer can visit the help pages available at https://homeapp-faq.swisscom.ch/hc/en-us or make enquiries in the support community at supportcommunity.swisscom.ch.

8 Third-party services
Swisscom may integrate third-party services or linked third-party websites into the Home App. The use of third-party services or linked third-party websites is subject to the terms of use of the operator of such services and websites.

The third-party providers and the services and products they are currently offering in Swisscom's Home App can be checked online at www.swisscom.ch. Support for services and products of third-party providers is provided directly and exclusively by these third-party providers.

9 Costs
One-time fees may be charged for the Internet-box router.

The Home App is free of charge. Use of the App may result in data-transfer fees depending on the provider and type of subscription or if the App is used abroad.

10 Data protection
10.1 General
If features are controlled via the Home App, the corresponding data/configurations are generally stored on the router in the same manner as when they are adjusted on a PC.

The processing of data, e.g. usage data and data from general interactions with the App, such as connecting to the Internet-box or starting the App, shall be in accordance with the General Privacy Policy.

When the App is used, Home-App-specific data are transferred to the mobile end device, where they are stored in encrypted form. Swisscom does not have access to these data. Any Customers wishing to erase their data stored on the mobile device must log out after each use of the App.

To enable data encryption on Apple mobile devices, the Customer must first password-protect his/her device.

In order for certain features to operate, the Customer has to have activated the use of location data on his/her device and must give the Home App access to them. Any processing of location data by the device manufacturer is beyond the control of Swisscom.

10.2 Use of the App

For the present App, the Customer agrees that Swisscom may evaluate his/her user behaviour within the App (e.g. which features and pages are generally called up and how often). This takes place in anonymised form, with the exception of the IP address, which is utilised to determine the geo-location (country/region/city). For the purposes of analysing user behaviour, Swisscom collaborates with Adobe Analytics, which may involve transfers of these data abroad.

10.3 Smart Home

Information on the devices added by the Customer (e.g. device name, icon, colour, space allotment, and scene and control settings) are stored in the router. Swisscom accesses these data for support purposes and in aggregated form for the further development of services, design of products as well as for marketing purposes unless the Customer has exercised his/her right to object to this use. Swisscom may notify the Customer when a new Smart Home-ready device is available in his/her home network. The Customer has the option to deactivate this notification.

Furthermore, the Customer acknowledges that, for most Smart Home Devices, the manufacturer will have access to the data stored on the corresponding device (e.g. film recordings from a camera, measurement data from a weather station). The processing (storage, etc.) of these data by the manufacturer is beyond the control of Swisscom.

In the case of the language assistant, which enables individual activation/deactivation of the voice control for each feature on the Swisscom Box, the settings are stored on the server for the language assistant (back-end). Data protection provisions containing specific information on how these data are processed can be accessed from the Swisscom Box.

10.4 Central storage (NAS)

The Home App enables the Customer to view data stored in central storage (NAS). These data are stored in the form of an unencrypted cache in the App but not on Swisscom's servers.

10.5 Support

Support requests may be submitted at https://homeapp-faq.swisscom.ch/hc/en-us. If the problem is not associated with the Home App but instead with the Customer's router, the data processing shall take place in accordance with the ST for Internet.

In order to process support requests, Swisscom uses customer interaction software produced by the company Zendesk (USA). If problems arise in connection with this software, Zendesk will be granted access to the support request and the associated information exchange if and to the extent that this is necessary for the purpose of correcting the fault with the customer interaction software.

11 Warranty

Swisscom and the third parties engaged by it cannot guarantee the uninterrupted and fault-free operation of the present App. Furthermore, Swisscom does not give any guarantee for the proper functioning and security of third-party products and services integrated into the App (see Section 8).

12 Liability

The liability provisions specified in the GTC shall apply. If the Customer fails to comply with his/her duties of care, Swisscom shall not, under any circumstances, be liable for potential losses or damage resulting from losses of data or software programs not backed-up by the Customer.

With respect to services and products of third-party providers offered in the Home App, these third-party providers shall be exclusively liable to the Customer in accordance with their legal terms (see Section 8).

The Customer shall be liable for breaches of contract by the Customer and corresponding third-party claims. If claims are asserted against Swisscom or the Online App Store, the Customer shall indemnify the Online App Store and Swisscom against any third-party claims.

13 Export control regulations

This software is subject to the export control regulations and other laws of the USA and may not be exported, re-exported, or transferred to certain countries (currently Russia, Ukraine, Cuba, Iran, North Korea, Sudan and Syria) or to persons or legal entities who are prohibited from receiving export goods from the USA (including those listed (a) in the Denied Persons List or Denied Entity List of the Bureau of Industry and Security and (b) in the List of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control).

14 Modifications and discontinuance of the App; Amendments to the Terms of Use

Swisscom may modify the present App anytime without giving separate notice in advance, integrate new third-party services into it, remove such services from it or discontinue the App in its entirety. Swisscom shall also be entitled to amend these present Terms and Conditions of Use at any time. Swisscom shall give the Customer due notice of such amendments. By continuing to use the App, the Customer accepts such amendments. The Customer is always at liberty to delete the App immediately at no charge.

April 2021