

1. Scope of application

These General Terms and Conditions apply to the use of specific Swisscom (Switzerland) Ltd (hereafter referred to as "Swisscom") data services and products. They apply in addition to the respective contract documents (service descriptions, service level agreement, contract documents, etc.).

They do not apply to the fixed network telephony service.

2. Services provided by Swisscom

The content and scope of the services are specified by the contract documents.

Swisscom shall ensure careful provision of the services agreed with customers as set out in the contract. Swisscom shall endeavour to maintain a high level of availability of its infrastructure such as networks, products, etc. but cannot rule out the occurrence of interruptions and faults. Swisscom reserves the right at any time to perform maintenance work that may lead to service interruptions.

Swisscom may subcontract its contractual obligations to third parties at any time.

3. Performance/obligations of customers

3.1 General

Customers are responsible for the lawful use of Swisscom services and products in accordance with the contract as well as for the timely payment of any usage.

3.2 Responsibility of customers

Customers shall be responsible for the content of all information (namely voice or data, in any form whatsoever) transmitted or processed on their behalf by Swisscom or made available by them to third parties. Swisscom accepts no responsibility for such content or for information received by customers or transmitted or made available by third parties via telecommunications networks.

Customers are obliged to take all reasonable and appropriate steps to prevent damage to Swisscom. Any additional obligations of customers are set out in the contract documents.

Where Swisscom believes there is reason to suspect illegal use of the services and products, where this is reported by the competent authorities or where this has been established by law, Swisscom may enjoin the customers to ensure lawful use in accordance with the contract, withdraw its service without prior notification or compensation, terminate the contract without notice or compensation and claim damages where appropriate. Swisscom may also take these measures where it has reason to believe that customers are in breach of or will breach the contract or they have provided false or incomplete information with respect to the conclusion of the contract. If Swisscom terminates the contract for one of the aforementioned reasons, the customers remain, where applicable, liable to pay beyond the premature termination of the contract in accordance with the provisions set out in the contract documents.

3.3 Use by third parties

Customers are responsible for all use of the services and products, even where these are used by unauthorised third parties, and shall be liable to pay any outstanding amounts.

4. Prices

The prices to be paid by customers for services and products are set out in the contract documents.

If Swisscom lowers the prices, it may adjust any hitherto applicable discounts.

5. Billing and terms of payment

5.1 Billing

Billing shall be carried out by Swisscom in accordance with the terms and conditions agreed in the contract documents.

Swisscom can issue collective bills containing part-bills issued on behalf of and in favour of other Swisscom Group companies, and collect payment for these.

5.2 Terms of payment

The bill shall be paid by the date indicated on it or in the contract documents or within the stated payment period. Up to expiry of the payment period customers may lodge an objection to this bill in writing, stating their reasons. Failure to do so shall be regarded as the customers' acceptance of the bill.

5.3 Payment default

If the customers have neither settled the bill nor raised any well-justified objections in writing by the date indicated or within the payment period, Swisscom may suspend the provision of all services without further notification, take other measures to prevent losses and cancel the contract without notice or compensation. Swisscom may levy charges to cover reminder fees. The customers shall bear any other costs incurred by Swisscom as a result of a payment default. This also applies where payment is made via direct debit. If there are insufficient funds on the customer's account to cover the direct debit, Swisscom may charge an administrative fee of at least CHF 30 each time this occurs.

5.4 Prepayment and collateral

If Swisscom has good reason to believe that the customer will not adhere to the payment terms in accordance with the contract or collection may be delayed, Swisscom may request prepayment or collateral at its discretion. If the customers fail to make the prepayment or provide the collateral, Swisscom may adopt the same measures as in the case of payment default. Collateral in the form of a cash deposit accumulate interest based on the interest rate for savings accounts. Swisscom may offset all claims against the customers using the collateral provided.

5.5 Billing

Customers shall not offset Swisscom claims with any counterclaims.

5.6 Value-added tax (VAT)

VAT is calculated on the basis of the tax rate applicable at the time.

6. Customer data

Swisscom shall adhere to the legislation in force regarding the treatment of data and in particular the Telecommunications and Data Protection Acts. Swisscom shall only collect, store and edit data in order to meet its contractual obligations, maintain customer relations, safeguard a high level of service quality, ensure reliable operation and infrastructure, and to provide billing.

Customers consent to Swisscom obtaining information about them or passing on data regarding their payment performance for the purpose of conclusion and execution of the contract. Customers also consent to Swisscom using their data to structure and develop their services and tailored offerings and to the use of their data for the same purposes throughout the Swisscom Group. Where a service is provided jointly by Swisscom and a third party or where customers receive services from third parties on the Swisscom infrastructure, Swisscom may pass on data about the customers to third parties insofar as this is necessary for the provision of such services or is used to collect payment.

Swisscom shall take measures to protect its infrastructure from intrusion by third parties. However, it is not possible to guarantee total protection from unauthorised access or eavesdropping. Swisscom cannot be held liable for such intrusions.

7. Confidentiality

Both parties shall treat in strict confidence all information that is not publicly known or generally accessible. This shall be subject to the statutory obligations to disclose information. Swisscom may use confidential information within the Swisscom Group and accordingly warrants that such information is treated confidentially within the Swisscom Group.

8. Intellectual property

For the duration of the contract, customers shall have the non-transferable and non-exclusive right to use the services and products. All rights to existing intellectual property or intellectual property arising from the fulfilment of the contract with respect to Swisscom services and products are reserved by Swisscom or authorised third parties.

9. Liability of Swisscom

9.1 General liability provision

In the case of breach of contract, Swisscom shall be liable for any proven damage, unless it can prove that it was not at fault. Damage arising from intentional actions or gross negligence shall be compensated by Swisscom up to an unlimited amount. In the event of minor negligence, it shall bear unlimited liability for personal injury, liability up to CHF 500,000 per event for material damages and liability up to the equivalent of the services purchased during the last contract year for pecuniary loss, with a maximum, however, of CHF 50,000 per event. Swisscom shall under no circumstances accept liability for consequential damage, loss of profit or loss of data. Nor shall it accept

liability for damage arising from any use of its services and products that are illegal or in breach of contract.

9.2 Investment protection

Individual customers are not entitled to a specific infrastructure configuration or to the retention of services unless this is expressly stated otherwise in the contract document.

9.3 Force majeure

Swisscom shall not be liable if service provision is temporarily interrupted, temporarily restricted or impossible as a result of force majeure. Force majeure shall be deemed to include natural events of special intensity (avalanche, flooding, etc.), hostilities, terrorism, strikes, unforeseen government restrictions, power failure, virus attack.

10. Entry into force, duration and termination of contract

Unless otherwise stipulated in the contract documents, the contract shall be valid for an unlimited period. It may be terminated in writing by either party at any time, subject to a 30-day notice period.

If a minimum contract term has been agreed and the customer terminates the contract before the minimum term has expired, the customer shall be liable to pay Swisscom the balance outstanding for the remainder of the contract duration, unless agreed otherwise in the contract documents.

Swisscom may terminate the contract at any time without notice or payment of compensation in the event of serious infringement of the contract by customers.

11. Severability

If individual provisions in the contract documents become invalid (contract document, General Terms and Conditions, service description, service level agreements where applicable), this shall not affect the validity of the remaining provisions. If necessary, the parties shall reach an agreement that comes closest to the invalid provision from a business standpoint.

12. Amendments to the contract

Swisscom reserves the right to amend its services, products, prices thereof and these General Terms and Conditions at any time. Swisscom shall notify customers of any amendments in an appropriate manner. In case of a contractually agreed minimum term, customers have the right to terminate the contract prematurely upon entry into force of the amendments to the contract without any financial repercussions. Unless the contract is terminated in writing, the amendments to the contract shall be deemed approved by the customers. If the tax rates (i.e. VAT rates) change, Swisscom shall be entitled to adjust its tariffs accordingly. In this case customers are not entitled to terminate the contract prematurely.

13. Transfer of rights and obligations

Customers may not transfer any rights and obligations arising out of this contract to third parties without the prior consent of Swisscom.

Swisscom may transfer the rights and obligations arising out of this contract to another company in the Swisscom Group.

14. Applicable law and jurisdiction

The contract is subject to Swiss law.

The place of jurisdiction is Berne. Swisscom shall be entitled to take legal proceedings against the customers in any other competent court.