

1 General provisions

These terms of use apply to the test phase of the Internet Security service from Swisscom (Switzerland) Ltd (hereinafter referred to as "Swisscom").

2 Performances by Swisscom

2.1 Scope of services

Internet Security (for Windows) comprises the following services:

- Internet Security provides a firewall to protect against attacks from the Internet in which unauthorised persons attempt to gain access to the Customer's data and/or programs. It can utilize firewall functionalities from both Internet Security and the Windows operating system.
- Internet Security protects against malware such as viruses, spyware, worms, Trojans and rootkits, through which unauthorised persons attempt to damage or misuse the Customer's data and/or programs.
- Internet Security allows restrictions to be placed on Internet access for children and young people by blocking certain websites on the basis of password protection and profiles, compiling whitelists and blacklists to individually permit/block websites and entering allowed surf times.

Internet Security (for Mac) comprises the following services:

- Internet Security protects against viruses, worms and other malware.
- Internet Security removes secretly installed software from the computer of the customer
- Internet Security comprises a Panic button which can immediately block all traffic to the computer of the customer

An up-to-date overview together with details of the various functions can be found at www.swisscom.ch/internetsecurity.

Internet Security takes action against malware in e-mails as soon as they are executed or stored on the Customer's computer. The provision of network-based filters, e.g. spam and virus filters for e-mail, are the responsibility of the Internet or e-mail provider.

2.2 Updates

The components of Internet Security required to detect viruses and other malware are updated automatically on a continuous basis in order to provide customers with maximum security while minimising their restrictions with regard to the use of online services.

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2.3 Acceptance of fault reports and support

In the event of a fault and for support in connection with Internet Security, Customers can take advantage of the assistance provided by the Swisscom Helpdesk at no charge.

3 Customer obligations

3.1 General usage requirements

In the test phase, Internet Security can be used without a Swisscom fixed line/NATEL® subscription and also without a subscription key.

Internet Security may only be used on computers belonging to the Customer.

3.2 Software download

Internet Security requires the installation of third-party software. As part of the installation process, the Customer concludes a licensing agreement with the software manufacturer which primarily governs technical issues concerning use of the software. Customers are themselves responsible for downloading the Internet Security software and for the required hardware and software components and computer configurations.

3.3 System requirements

Usage of the Internet Security software requires that every computer equipped with this software meet the system requirements. An overview of the system requirements for Internet Security, updated on an ongoing basis, is published on Swisscom's portal and in the Swisscom Customer Centre.

3.4 Updates and operating system

Use of the full scope of services provided by Internet Security requires that the Customer installs all updates (Section 2.2) during the entire test phase, employs a computer operating system that meets the current system requirements (Section 3.3) and keeps it up to date at all times.

3.5 Impact on other services

The Customer accepts that certain online services cannot be used or, if so, only on a limited basis, as a consequence of Internet Security and its security settings.

3.6 Legally and contractually compliant use

Internet Security is intended exclusively for ordinary private customer usage. It may only be used for special applications or for the provision of telecommunications services with the written consent of Swisscom.

The Customer is responsible for the legally and contractually compliant use of Internet Security.

3.7 Passwords

The Customer is obliged to keep passwords, identification codes, log-in data, etc. safe and not to allow anyone access to them.

4 Prices

Internet Security is free during the test phase.

5 Special provisions

5.1 Warranty

With the Internet Security service, Swisscom and the software manufacturer endeavour to provide the greatest possible protection against malware and in the Windows version additionally against attacks from the Internet and to block access to certain websites in accordance with the actual state of the art and within the scope of the services provided (Section 2.1).

Swisscom cannot, however, guarantee

- the fault-free operation, quality and uninterrupted availability of Internet Security and its individual functions
- the fault-free operation of Internet Security on all terminal devices and in combination with all hardware and software components and operating systems
- the content that the Customer receives over the telecommunications networks
- absolute protection against hackers or phishing attacks, access and/or malware (spam, harmful software, spyware, etc.) on computers protected by Internet Security
- that attacks, third-party access or malware will not impair the use of other services or damage the Customer in some other way
- complete denial access to blocked websites (applicable for the Windows version)
- the fault-free operation of the restricted surf times (applicable for the Windows version)

5.2 Liability

Swisscom cannot assume any liability for any damage sustained by the protected computer despite the fact that Internet Security Software is installed and updated or if undesirable websites are accessible despite being blocked with the Windows version.

Swisscom excludes all liability, including in particular in the event of faults or loss of data, to the extent permitted by law. Liability for consequential damage, loss of profits and for damage arising as a result of negligence or force majeure is always excluded.

5.3 Misuse

If use deviates considerably from normal use (Section 3.6), or if there are signs of illegal behaviour or behaviour contrary to the contract, Swisscom can enjoin the customer to ensure legally and contractually compliant use, it can modify, restrict or suspend the customer's service provision without prior notification and without compensation, it can terminate the contract without notice or compensation and, if applicable, it can claim

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compensation from damages and the release from claims by third parties.

5.4 Duration

The duration of the free test phase is 30 days from the installation of the software.

The Customer may end the test phase prematurely by

- uninstalling the software or
- concluding a paid-for subscription for Internet Security (requires a Swisscom fixed line or a NATEL® subscription)

If the test phase is not cancelled prematurely, it will expire automatically at the end of the test period.

Following the automatic expiry or premature cancellation of the test phase, Internet Security will no longer offer effective protection against the risks presented by the Internet.

6 Data protection

6.1 General

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

The Customer agrees that Swisscom

- **may obtain information about the customer in connection with the conclusion and performance of the contract.**
- **is allowed to process the customer's data for marketing purposes, in particular for the needs-specific design and development of services and for customised offerings, and that the data can be processed for the same purposes within the Swisscom Group.** The customer can limit or prohibit use of its data for marketing purposes.

6.2 Service provision in collaboration with a third party

In the event of the joint provision of service with a third party, Swisscom may pass on data about the Customer to third parties to the extent necessary for the provision of the service.

7 Changes to the service

Swisscom is entitled to make changes at any time to the scope of services provided by Internet Security. Swisscom will notify the Customer accordingly.

8 Place of jurisdiction and applicable law

The contract shall be governed by the laws of Switzerland.

The place of jurisdiction shall be Berne, mandatory places of jurisdiction reserved.