

1. Scope

The subject matter of these Offer Terms and Conditions are the "My Service" offers of Swisscom (Switzerland) Ltd (hereinafter "Swisscom") for private customers and SMEs domiciled or based in Switzerland. This does not include installation and troubleshooting for fixed-line telephony, Internet, Swisscom TV and other Swisscom services not offered under My Service. For these and other products, the contractual terms and conditions of Swisscom published separately from time to time shall apply.

2. Swisscom's services

2.1. General

The services offered by My Service include support, advice and commissioning in connection with technical devices and programs in the field of communication, office and entertainment electronics.

2.2. My Service offers

My Service is offered in various versions, which differ, for example, in the type or number of supported devices, in the form of support or billing (individual invoice or package/subscription). The current offers can be found at www.swisscom.ch/myservice or www.swisscom.ch/myservice-business (SME). The same shall apply to any options and fair usage policies concerning the offers.

Only 1 package can be booked per customer. The on-site option can only be booked once per customer per calendar year.

My Service offers and options apply only to customer devices, i.e. not to third-party devices. The foregoing shall be without prejudice to diverging rules in specific My Service offers or options.

2.3. My Swisscom Assistant Software

My Swisscom Assistant Software is a software tool for identifying or solving technical problems, as well as facilitating remote support by Swisscom. Some functionalities are only accessible with selected My Service packages (see www.swisscom.ch/myservice or www.swisscom.ch/myservice-business for SMEs).

When downloading My Swisscom Assistant Software, the Customer must accept the corresponding Software Licence Terms and Conditions. They are also deemed accepted by the Customer if he has the software installed by an expert (see Section 2.4).

2.4. Provision of services

Swisscom shall provide the services agreed between the Customer and Swisscom prior to fulfilment of the order. The form in which the services are provided depends on the offer. They shall be provided by an employee of Swisscom or by a partner engaged by Swisscom (both hereinafter referred to as the "Expert"). In the case of on-site services, a prior appointment is required.

2.5. Careful execution; no guarantee of success

Swisscom's services include careful execution of the commissioned work. However, this does not include a guarantee of success. For example, **it cannot be guaranteed that infected computers can be freed from malware or that the programs to be installed work properly.**

2.6. No entitlement to the provision of services

There is no entitlement to the provision of certain services in connection with computers, the Internet and multimedia. Based on the Customer's request or description of the problem, Swisscom decides whether Swisscom is the appropriate partner to perform the request and how and where the services will be provided. The Expert has the right to obtain an overview of the feasibility of the services prior to the agreement for the provision of the services.

There is no obligation to provide services if services are requested that relate to data, programs, websites, etc. that are illegal or offensive. This applies, for example, but not exclusively, to P2P file sharing, services related to offensive files and content, namely pornographic pages, violent pages, pages with racist content, etc. The Expert may assess and reject the performance obligation at his discretion.

2.7. Involvement of third parties

Swisscom may engage third parties at its own discretion to carry out the work.

2.8. Termination of the Offer

Swisscom may terminate individual or all My Service offers and options at any time. Any services or package fees paid in advance shall be reimbursed pro rata.

3. The Customer's services/obligations

3.1. General provisions

The Customer is responsible for backing up the latest version of all his data in advance (daily copy), e.g. on another external data carrier. The Customer shall further be responsible for obtaining the necessary consent of third parties and must generally be present throughout the entire work.

The Customer is not authorised to use the services covered by the My Service offer for third-party devices.

3.2. Payment obligation

The Customer shall be responsible for the timely payment of the services received and invoiced in accordance with Section 4.1. Lack of success (Section 2.5) does not exempt the Customer from the obligation to pay.

3.3. Customer information, email address

The Customer is obligated to inform Swisscom of the currently valid contract, invoice and email address. Swisscom may duly send the Customer information relevant to the Contract (e.g. invoices, reminders, product changes or changes to the Offer Terms and Conditions, etc.) by post or to the last email address provided by the Customer or through other electronic communication channels.

3.4. Duties to cooperate

The Customer shall take all precautions to enable the Expert to perform the service. Depending on the offer or the agreed form of provision of services, this includes providing access to the relevant locations and devices, providing or removing all necessary passwords and the presence of the necessary programs and devices.

A broadband Internet connection is required for the provision of services by telephone. Customers lacking a broadband Internet connection will only receive limited telephone support. The Customer expressly agrees that the Expert may access the Customer's device (computer, smartphone, etc.) by telephone via remote access in order to solve computer problems. For this purpose, the Customer must install a remote access program in advance on behalf of the Expert, accept the offer terms and conditions displayed and consent to screen transmission and receipt by the Expert. If the Customer refuses remote access, the Expert will not perform the requested service.

3.5. Inadequate cooperation by the Customer

Swisscom shall be entitled to invoice the Customer for travel in both directions, as well as the waiting time, at the current hourly rate in any of the following cases:

- the Customer fails to keep the agreed appointment; or
- the Customer fails to comply with a duty to cooperate pursuant to Section 3.4;
- no successful work is possible because of defective or infected devices or programs
- the Expert refuses to provide services for reasons for which the Customer is responsible (see in particular Section 2.6);

If the Expert has already started providing the service, Swisscom also reserves the right to invoice the working time at the current hourly rate.

The hourly rates can be requested via "Contact" at www.swisscom.ch/myservice or www.swisscom.ch/myservice-business (SME).

4. Prices, invoicing and payment terms

4.1. Prices

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Prices for packages, individual services without the package and options can be found at www.swisscom.ch/myservice or www.swisscom.ch/myservice-business (SME).

Costs for additional services shall be calculated at the hourly rate and the actual support time required in the case of on-site services, plus the lump-sum for travel in both directions.

Before the start of work, a price announcement will be made according to the price list. If in the performance of the work it becomes evident that the issue falls into a different price category than originally assumed, the price announcement can be adjusted at an early stage in consultation with the Customer, and a higher or lower price than originally stated can be invoiced after the work is completed.

4.2. Invoicing

The monthly amount for a My Service Package (subscription fee) will be charged monthly or every two months together with the Swisscom invoice for the My Service Customer.

The individual services billed shall be invoiced either via the standard invoice or a separate invoice, at Swisscom's option. The invoice shall be paid by the due date stated on the invoice.

4.3. Default

If the Customer has not paid the invoice in full by the due date or has objected to it in writing and stated the reasons for his objections, he shall automatically be in default and Swisscom may, to the extent permitted by applicable law, suspend the provision of all services (including telecommunications services), take additional measures to prevent further damages and/or terminate the Agreement without notice or compensation.

The Customer shall bear all costs incurred by Swisscom as a result of his default in payment. In particular, the Customer shall owe Swisscom default interest of 5% along with a **reminder fee of CHF 30.00 per reminder**. Swisscom may engage third parties at any time for the purpose of debt collection. **The Customer must pay minimum fees directly to the third party engaged for this purpose and must also compensate it for its individual costs and expenses necessary to collect the debt.** Details are available at www.swisscom.ch/debt-collection.

5. Warranty

5.1. General provisions

Swisscom warrants the careful provision of services but **expressly waives any guarantee of success**.

In the event of faulty installation work attributable to deliberate or grossly negligent behaviour by the Expert, the Customer is entitled to demand that the installation work be repaired free of charge. Any further claims of the Customer are excluded to the extent permitted by law.

5.2. Data, devices

Any warranty for the security of the data or further claims such as a re-configuration of the computer in the event of a defect are expressly excluded.

If a device installed by an Expert has to be repaired or replaced because of a defect, the reinstallation of the device is not included in the service. This applies both during the warranty period and thereafter. Upon the Customer's request, Swisscom may reinstall the device at the conditions currently in force.

5.3. Programs

If programs are purchased via Swisscom and installed by the Expert, Swisscom warrants that Customer may use the programs on the device on which they are installed for the intended and intended use or may acquire the necessary licences. In other respects, the provisions to be accepted by the Customer when purchasing the Program shall apply.

Swisscom offers no warranty whatsoever for programs the Customer purchases from sources other than Swisscom.

6. Liability

Liability for ordinary negligence is excluded in all cases. Swisscom's liability for consequential losses, lost profits, data losses and losses resulting from downloads is excluded in all cases to the extent legally permissible. Swisscom shall not be liable for any losses incurred by the Customer or any third party based on the loss of unsaved data or programs.

If Swisscom is liable for damages, the amount of compensation shall in any case be limited to the current value of the matter.

Swisscom cannot be held liable for misuse and damage caused by third parties or for Internet security defects and the resulting losses.

7. Privacy

The Privacy Policy available at www.swisscom.ch/legalaspects contains information on the ways in which Swisscom processes the Customer's data and the influence the Customer has in this regard.

8. Conclusion of the Contract, duration and termination

8.1. Order confirmation, right of withdrawal

Upon conclusion of the Contract, Swisscom shall provide the Customer with an order confirmation. Upon receipt of the confirmation, the Customer has a 14-day right of withdrawal. If the Customer receives any services in these 14 days, he must reimburse Swisscom for expenses and uses, the calculation of which shall be based on the price list and the present Offer Terms and Conditions.

8.2. Duration, minimum contractual term

The Contract is for an indefinite period. The minimum contractual term, if any, for a My Service offer or option can be found at www.swisscom.ch/myservice or www.swisscom.ch/myservice-business (SME).

If the minimum contractual term of an option is longer than that of the underlying package, the minimum contractual term of the option shall also apply to the package.

During the minimum contractual term, it is only possible to switch to another My Service offer with the consent of Swisscom.

8.3. Cancellation

A My Service package can be cancelled by either party at the end of any month by giving notice two months in advance but may not be terminated before the end of the minimum contractual term. The Customer can cancel the package via e-mail (my.service@swisscom.com) or by telephone (My Service Hotline or 0800 800 800).

If the Customer breaches this Contract or the Fair Use Policy, Swisscom may immediately terminate the Contract with the Customer. The Customer shall not be entitled to a refund of any subscription fees already paid.

9. Changes

9.1. Change in prices and services

Swisscom reserves the right to amend the services, prices and Offer Terms and Conditions at any time. Swisscom shall notify the Customer of any changes in an appropriate manner (e.g. on the invoice or by e-mail).

If Swisscom increases prices such that they lead to a higher overall burden on the Customer or if Swisscom significantly changes a service received by the Customer to the detriment of the same, Swisscom shall inform him sufficiently in advance and the Customer may cancel the affected service (e.g. in the case of options, only this service but not the underlying service) without any financial consequences before the effective date of the change.

If he fails to do so, he is deemed to have accepted the changes. Price adjustments as a result of changes in sales rates (e.g. increase of VAT) do not count as price increases and do not entitle the Customer to cancel services. If Swisscom reduces its prices, it may also adjust any discounts granted prior to the price reduction.

9.2. Amendments to the Offer Terms and Conditions

Swisscom reserves the right to amend the Offer Terms and Conditions at any time. Swisscom shall inform the Customer in advance and in an appropriate

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manner (e.g. on the invoice or by email) concerning changes to the Offer Terms and Conditions. If the changes are to the detriment of the Customer, Swisscom shall inform him sufficiently in advance and the Customer may, up until the date the changes becomes effective, terminate the Contract with Swisscom early without financial consequences. **If he fails to do so, he is deemed to have accepted the changes.**

10. Jurisdiction and applicable law

The Contract shall be exclusively subject to **Swiss law. The place of jurisdiction is Bern.** The foregoing is without prejudice to any mandatory jurisdiction (cf. in particular Articles 32 and 35 CPC for consumers).

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