

General Terms and Conditions for services of Swisscom (GTC):
Changes effective 14 November 2016

The new GTC (version for Residential Customers) are valid for new customers (contract after 14 November 2016) as well as for existing customers who have received the new GTC document.

Previous wording	New wording
<p><u>Clause 2, 1st section</u> General Information about the scope and specific terms of use for individual services (basic and supplementary services) of Swisscom (Switzerland) Ltd («Swisscom») is provided by the latest brochures, Terms and Conditions of offer and the Swisscom website. Swisscom may also draw on third parties for the provision of its services. The customer has no right to a particular configuration of Swisscom's infrastructure or to the perpetuation of services accessible through this infrastructure. Swisscom is entitled to cease the provision of a service at any time without compensation, subject to the provision of a suitable notice period. (...)</p>	<p><u>Clause 2, 1st section</u> General Information about the scope and specific terms of use for individual services (basic and supplementary services) of Swisscom (Switzerland) Ltd («Swisscom») is provided by the latest brochures, Terms and Conditions of offer and the Swisscom website respectively and the M-Budget website for M-Budget services and the Wingo website for Wingo services. Swisscom may also draw on third parties for the provision of its services. The customer has no right to a particular configuration of Swisscom's infrastructure or to the perpetuation of services accessible through this infrastructure. Swisscom is entitled to cease the provision of a service at any time without compensation, subject to the provision of a suitable notice period. (...) <i>Note: No change in the second section.</i></p>
<p><u>Clause 3</u> Payment The customer is responsible for timely payment of the procured services. Passwords, etc. It is the customer's responsibility to keep passwords, identification codes, login data, PIN and PUK codes, etc., safe and to ensure that these are not accessible to others. Legally and contractually compliant use For residential customers, services are exclusively for normal private customer use, and for business customers, they are intended purely for normal business customer use. They may only be used for special applications or for the provision of telecommunications services with Swisscom's written consent. The customer is responsible for the legally and contractually compliant use of its services. In particular the following are deemed to be illegal or contrary to contract: > dishonest mass advertising (spam) > Harassment or disturbance of third parties > Prevention of a third party from using telecommunications services > Hacking (penetration tests, etc.), spying on other Internet users or their data and fraudulent attacks (phishing)</p>	<p><u>Clause 3</u> Payment The customer is responsible for timely payment of the procured services. Passwords, etc. It is the customer's responsibility to keep passwords, identification codes, login data, PIN and PUK codes, etc., safe and to ensure that these are not accessible to others. Customer information and e-mail address The Customer shall be obliged to provide Swisscom with its current contract address, billing address and e-mail address. Swisscom may legally send Customers information relevant to the contract (e.g. invoices, reminders, product alterations, changes to the GTCs, operational information such as details of maintenance work, etc.) by post or to the last e-mail address provided by the Customer or via other electronic communications channels. The use of customer information and customer e-mail addresses for marketing purposes is governed in our General Privacy Statement. Legally and contractually compliant use For residential customers, services are exclusively for normal private customer use, and for business customers, they are intended purely for normal business customer use. They may only be used for special applications or for the provision of telecommunications services with Swisscom's written consent.</p>

<p>> Damage to or endangerment of the telecommunications infrastructure or the equipment of a third party through harmful software</p> <p>> Transmission or access provision of illegal contents</p> <p>If there are signs of illegal use or use contrary to the contract, it is the customer's responsibility to inform Swisscom of such use (on Swisscom's request).</p> <p>Responsibility for content</p> <p>The customer is responsible for the content of information (language, data in any form) transmitted or processed on its behalf by Swisscom or made available by the customer to third parties.</p> <p>Responsibility for use of access</p> <p>The customer is responsible for all use of its access, including use by third parties. In particular, the customer must pay for all invoiced amounts arising from the use of its services. This also applies to goods or services that have been obtained or ordered using the customer's access.</p> <p>If the customer makes the services procured from Swisscom available to minors, it is responsible for complying with the youth protection regulations. Swisscom provides blocking options where technically feasible.</p>	<p>The Customer shall be responsible for ensuring that the services procured from Swisscom are used in accordance with the law and with the provisions of the contract. In particular the following are deemed to be illegal or contrary to contract:</p> <ul style="list-style-type: none"> > dishonest mass advertising (spam) > Harassment or disturbance of third parties > Prevention of a third party from using telecommunications services > Hacking (penetration tests, etc.), spying on other Internet users or their data and fraudulent attacks (phishing) > Damage to or endangerment of the telecommunications infrastructure or the equipment of a third party through harmful software > Transmission or access provision of illegal contents <p>If there are signs of illegal use or use contrary to the contract, it is the customer's responsibility to inform Swisscom of such use (on Swisscom's request).</p> <p>Responsibility for content</p> <p>The customer is responsible for the content of information (language, data in any form) transmitted or processed on its behalf by Swisscom or made available by the customer to third parties.</p> <p>Responsibility for use of access</p> <p>The customer is responsible for all use of its access, including use by third parties. In particular, the Customer shall be obliged to pay all amounts invoiced as a result of the use of the services procured from Swisscom. This also applies to goods or services that have been obtained or ordered using the customer's access.</p> <p>If the customer makes the services procured from Swisscom available to minors, it is responsible for complying with the youth protection regulations. Swisscom provides blocking options where technically feasible.</p>
<p><u>Clause 5, 1st section</u></p> <p>General</p> <p>Swisscom's current prices and fees as published at www.swisscom.ch are authoritative. Swisscom may announce prices and fees immediately prior to the use of a particular service.</p>	<p><u>Clause 5, 1st section</u></p> <p>General</p> <p>Swisscom's current prices and fees (e.g. administrative and service fees) as published at www.swisscom.ch, at https://shop.m-budget.migros.ch/ for M-Budget services and at www.wingo.ch for Wingo services are authoritative. Swisscom may announce prices and fees immediately prior to the use of a particular service.</p> <p><i>Note: No change in the second section.</i></p>
<p><u>Clause 7</u></p> <p>General</p> <p>Swisscom's invoices based on its own records. The invoice amount must be paid by the due date indicated on the invoice. If no such date is indicated, the due date is considered to be the invoice date plus 30 days. Customers must lodge any objections to the usage fees within a period of six months following the disputed usage. After this period usage fees can no longer be checked by Swisscom and shall be</p>	<p><u>Clause 7</u></p> <p>General</p> <p>Swisscom's invoices based on its own records. Swisscom may combine different Customer invoices and collect minor billing amounts together with a subsequent bill. The invoice amount must be paid by the due date indicated on the invoice. If no such date is indicated, the due date is considered to be the invoice date plus 30 days. Customers must lodge any objections to the usage fees within a period of six</p>

<p>regarded as accepted by the customer. If the objections only concern part of the invoice, then Swisscom can demand that the undisputed portion be paid by the specified due date. At the end of the contract, all outstanding amounts shall become due for payment (i.e. including the fees for the residual period up to expiry of any ongoing minimum service or extension period).</p> <p>Each party shall be entitled to offset undisputed counterclaims.</p> <p>Default of payment</p> <p>If, by the due date, the customer has neither paid the invoice nor made written and justified objections to it, the customer will immediately be considered in default of payment, and Swisscom can, insofar as the law permits, discontinue service provision of all services, take other measures to prevent accumulating damages and/or terminate the contract without any notice or compensation. The customer shall bear all costs incurred by Swisscom because of delayed payment. In particular, the customer will owe Swisscom default interest of 5% and a reminder fee of CHF 20.00 for each reminder. In the case of a collection procedure by a third party, the customer shall also owe additional fees for their collection costs. 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 30.00.</p> <p>Security (...)</p> <p>Sharp increase in usage fees (...)</p> <p>Ordering and procuring goods and services</p> <p>For goods and services which are charged on a Swisscom invoice, section 7 also applies – subject to legal provisions – if Swisscom only administers debt collection for a third party.</p>	<p>months following the disputed usage. After this period they shall be regarded as accepted by the customer. If the objections only concern part of the invoice, then Swisscom can demand that the undisputed portion be paid by the specified due date. At the end of the contract, all outstanding amounts shall become due for payment (i.e. including the fees for the residual period up to expiry of any ongoing minimum service or extension period).</p> <p>Each party shall be entitled to offset undisputed counterclaims.</p> <p>Default of payment</p> <p>If, by the due date, the customer has neither paid the invoice in full nor made written and justified objections to it, the customer will immediately be considered in default of payment, and Swisscom can, insofar as the law permits, discontinue service provision of all services, take other measures to prevent accumulating damages and/or terminate the contract without any notice or compensation. The customer shall bear all costs incurred by Swisscom because of delayed payment. In particular, the customer will owe Swisscom default interest of 5% and a reminder fee of CHF 30.00 for each reminder. Swisscom may bring in a third party to collect debts at any time. The Customer shall pay minimum fees directly to the third parties brought in for this purpose and compensate them accordingly for the time and costs spent in collecting the debt. Further information is available at www.swisscom.ch.</p> <p>Security (...) <i>Remark: Unchanged.</i></p> <p>Sharp increase in usage fees (...) <i>Remark: Unchanged.</i></p> <p>Ordering and procuring goods and services <i>Deleted.</i></p> <p><i>Note regarding the section "Default of payment": Processing fees due to return debit (LSV / direct debit) are stated in the document "Fee based services", www.swisscom.ch/en/residential/price-overview.html</i></p>
<p>Clause 9</p> <p>General</p> <p>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.</p> <p>The customer agrees that Swisscom > may obtain information about the customer or pass on data concerning the customer's payment record in connection with the conclusion and performance of the contract.</p>	<p>Clause 9</p> <p>The way in which Swisscom handles customer data and how the Customer can influence its use is set out in the General Privacy Statement available at www.swisscom.ch/legalaspects, which shall take preference over the GTCs.</p>

<p>> is allowed to pass on the customer's data to a third party for purposes of debt collection.</p> <p>> 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.</p> <p>Service provision in collaboration with a third party If a service is provided by Swisscom in collaboration with a third party or if the customer procures the services of a third party via Swisscom's network, then Swisscom may pass on data about the customer to the third party to the extent necessary for the provision of such services.</p>	
<p>Clause 12, last section (...) Acquisition of goods and services from third parties If the customer uses its connections to purchase goods or services from a third party, Swisscom is not the contracting partner, unless expressly agreed otherwise. Swisscom does not accept any liability or guarantee whatsoever for services or goods ordered or purchased in this way, even if it handles the collection of third-party claims.</p>	<p>Clause 12, last section (...) Acquisition of goods and services from third parties If the customer uses its connections to purchase goods or services from a third party, Swisscom is not the contracting partner (neither relating to the goods or services nor relating to the payment), unless expressly agreed otherwise. Swisscom does not accept any liability or guarantee whatsoever for services or goods ordered or purchased in this way, even if it handles the collection of third-party claims.</p>
<p>Clause 13, last section (...) Minimum service period and extension periods For individual services, minimum service and extension periods may be provided for in other contractual documents. During their term, amendments to the service package at the request of the customer are not possible, or only at the costs defined by Swisscom. Termination without cost implications is possible only at the end of the minimum service period or extension period and is subject to two months' notice from the end of a calendar month. If the customer cancels a service during a minimum service or extension period («prematurely») or if Swisscom cancels a service prematurely for a reason stated in section 7, then the customer shall owe Swisscom the charges for the residual period until the expiry of the minimum service or extension period. Subject to alternative regulations. If Swisscom cancels prematurely, without a reason stated in section 7 being present, then the customer does not owe any charges for the residual period.</p>	<p>Clause 13, last section (...) Minimum service period and extension periods For individual services, minimum service and extension periods may be provided for in other contractual documents. During their term, amendments to the service package at the request of the customer are not possible, or only at the costs defined by Swisscom. Termination without cost implications is possible only at the end of the minimum service period or extension period and is subject to two months' notice from the end of a calendar month. If the Customer cancels a service during the minimum subscription period or extension period ("prematurely") or if Swisscom terminates a service prematurely for one of the reasons specified in Section 6 or due to a payment default, the Customer shall owe Swisscom the charges for the residual period up to expiry of the minimum subscription period or extension period. The charges for the residual period are calculated on the basis of the remaining contract term and the non-discounted standard subscription fee. Subject to deviating regulations. If Swisscom cancels prematurely, without a reason stated in Section 6 being present and without there being a payment default, the Customer shall not owe any charges for the residual period.</p>

<p>Clause 15 Amendments to prices and services Swisscom reserves the right to change its prices, services, Special Conditions and Terms and Conditions of Offer at any time. Swisscom shall notify the customer in an appropriate manner of such changes. If Swisscom increases its prices such that overall they result in higher total costs for the customer, or if Swisscom changes a service purchased by the customer to the customer’s considerable disadvantage, the customer may prematurely terminate the relevant service before the effective date of the change as of said effective date without suffering financial consequences. Failure to do so shall be deemed acceptance of the amendment. Price changes as a result of a change in tax rates (e.g. increase in VAT) and prices increases from third-party providers (especially VAT services) do not count as price increases and cannot be used as grounds for termination. If Swisscom lowers its prices, it can simultaneously adjust all discounts granted before the fall in prices. Modification of the General Terms and Conditions (GTCs) Swisscom reserves the right to amend the GTCs at any time. Swisscom shall inform customers appropriately and in advance about any changes to the GTCs. If the changes are to the customer’s disadvantage, the customer may prematurely terminate the contract before the effective date of the change as of said effective date without suffering financial consequences. Failure to do so shall be deemed acceptance of the changes.</p>	<p>Clause 15 Amendments to prices and services Swisscom reserves the right to change its prices, services, Special Conditions and Terms and Conditions of Offer at any time. Swisscom shall notify the customer in an appropriate manner (e.g. on the invoice or by e-mail) of such changes. If Swisscom increases its prices such that overall they result in higher total costs for the Customer, or if Swisscom changes a service purchased by the Customer to the significant disadvantage of the Customer, Swisscom shall inform the Customer about this well in advance and – up until the effective date of the change – the Customer may prematurely terminate the service in question (e.g. in the case of options, only the options and not the underlying service) as of said effective date without suffering any financial consequences. Failure to do so shall be deemed acceptance of the amendment. Price changes as a result of a change in tax rates (e.g. increase in VAT) and prices increases from third-party providers (especially VAT services) do not count as price increases and cannot be used as grounds for termination. If Swisscom lowers its prices, it can simultaneously adjust all discounts granted before the fall in prices. Modification of the General Terms and Conditions (GTCs) Swisscom reserves the right to amend the GTCs at any time. Swisscom shall inform customers appropriately (e.g. on the invoice or by e-mail) and in advance about any changes to the GTCs. If the changes are to the customer’s disadvantage, Swisscom shall inform the Customer well in advance and the Customer may prematurely terminate the contract before the effective date of the change as of said effective date without suffering financial consequences. Failure to do so shall be deemed acceptance of the changes and these shall apply for all of the services purchased from Swisscom by the Customer that are subject to these GTCs.</p>
<p>Clause 16 Transfer of the contract or rights or obligations from this contract must be agreed to in writing by both parties. Swisscom is entitled to accept a change of party, even in verbal form. Swisscom may transfer the present contract or the rights and obligations arising from it to Swisscom Ltd or a different company without the agreement of the customer, provided Swisscom Ltd directly or indirectly controls this company. Furthermore, Swisscom is entitled to transfer or assign contracts or debts arising therefrom to third parties for purposes of debt collection, without the agreement of the customer.</p>	<p>Clause 16 Transfer of the contract or rights or obligations from this contract must be agreed to in writing by both parties. Swisscom is entitled to accept a change of party where the parties consent to this verbally, online or tacitly. Swisscom may transfer the present contract or the rights and obligations arising from it to Swisscom Ltd or a different company without the agreement of the customer, provided Swisscom Ltd directly or indirectly controls this company. Furthermore, Swisscom is entitled to transfer or assign contracts or debts arising therefrom to third parties for purposes of debt collection, without the agreement of the customer.</p>