

General Terms and Conditions for Mobile Prepaid Services (GTC, as at 14 November 2016)

The information provided at www.swisscom.ch shall be authoritative for tariff information, the current terms and conditions of use, top-up options and available blocking sets for prepaid services. The current tariffs and tariff options for use abroad (roaming) can be found at www.swisscom.ch/roaming. Tariff notification when using a foreign mobile network can be deactivated and reactivated. NATEL® data easy may only be used for data traffic.

Swisscom (Switzerland) Ltd (hereinafter referred to as “Swisscom”) is legally obliged to register customers on its prepaid services and to provide the relevant authorities with the information stipulated by law. **The SIM card or eSIM profile will not be activated until the purchaser has been registered as required by law.** Attempts by one person to purchase or register multiple SIM cards may be rejected.

The Customer accepts that Swisscom may send them legally valid information relevant to their contract by SMS. The way in which Swisscom handles customer data and how customers can influence its use is set out in the **General Privacy Statement** available at <https://www.swisscom.ch/en/about/legal-terms.html>, which shall take preference over the GTCs. The Customer may suppress the caller number free of charge, either on a call-by-call basis or as a permanent function.

The Customer may block value-added services ordered via 090x numbers or SMS/MMS short numbers and other value-added services ordered via the NATEL® network and charged to their prepaid line by calling the hotline. All relevant value-added services can be blocked or only those that contain adult entertainment.

The counter reading from Swisscom’s billing system determines the amount of credit on the card. The user is responsible for topping up the SIM card in good time. Credit cannot be reimbursed or transferred to another operator, but will be taken into account in the event of a direct switch from a prepaid service to a NATEL® subscription. The prepaid service cannot be used if the credit is zero.

If use of the prepaid service deviates significantly from normal private use, Swisscom reserves the right to take appropriate actions (e.g. blocking the service, limiting the transmission speed). **If the prepaid service is not used for a period of 12 months or is misused, the SIM card will be invalidated, any remaining credit will expire and the phone number will revert to Swisscom without compensation.**

Swisscom may also cancel or change phone numbers without compensation if deemed necessary for operational or technical reasons or if required to do so by the authorities. Swisscom shall be entitled to amend or discontinue your prepaid services at any time without compensation. If the Customer is put at a disadvantage by an amendment to the GTC, prices or prepaid service, or if the latter is discontinued, Swisscom shall notify the Customer of this by SMS well in advance. The Customer may demand the reimbursement of their credit up to the time the amendment or discontinuation takes effect. If they do not do this, they shall be deemed to have accepted any amendment.

Swisscom shall only accept liability for any damages caused deliberately or as a result of gross negligence associated with use of the prepaid service on its mobile phone network. Any liability for damages (e.g. loss of earnings) arising as a result of simple negligence shall be excluded. This contract shall be governed by and construed in accordance with **Swiss law. The place of jurisdiction shall be Berne** (Switzerland). This does not apply to mandatory courts of jurisdiction.

The undersigned shall be liable to Swisscom for the accuracy of their information and for any damages arising due to inaccurate or inadequate information. By registering, the Customer agrees to the General Terms and Conditions set out above.

Official information on transferring the prepaid SIM card

If the prepaid SIM card is transferred, the relevant authorities will be provided upon request with the name and address of the initial purchaser. If the transferred prepaid SIM card is used for criminal purposes, under certain circumstances the initial purchaser may face prosecution on the grounds of aiding and abetting, complicity or facilitation of criminal activities.