

General Terms and Conditions for Mobile Prepaid Services (date 1.2.2010)

The information at www.swisscom.ch for tariffs, the current terms of use, means of charging and the available blocking sets of the prepaid services applies. The current tariffs and tariff options for international roaming are available at <http://www.swisscom.ch/res/mobile/international>. The tariff information in case of using a foreign mobile network may be deactivated and reactivated. NATEL® data easy can only be used for data transmission.

Swisscom (Switzerland) Ltd (hereinafter referred to as Swisscom) is legally obliged to register customers using its prepaid services and to notify the relevant authorities in accordance with the legal provisions for a period of at least two years. **The SIM card shall not be enabled until the buyer has registered in compliance with legal requirements.** The purchase or registration of multiple SIM cards in the same person's name can be refused. Swisscom shall comply with current legislation, in particular the Swiss Telecommunication and Data Protection Acts, when handling data. Swisscom shall only collect, store and process data that is required for meeting legal requirements, for the provision of its services, for handling and cultivating customer relationships (specifically for guaranteeing a high degree of service quality), for maintaining the security of operations and of the infrastructure. **The Customer accepts that Swisscom may use his/her personal data for the requirements-adapted design and development of services and customised offerings, and use his/her personal data for the same purposes within the Swisscom Group.** If a service is provided jointly by Swisscom and third parties, or if the customer receives third-party services via the Swisscom network, Swisscom shall be entitled to pass customer data on to third parties insofar as this is required for the provision of such services. The customer can suppress the caller number display free of charge for each individual call or as a permanent function.

The customer can block value added services ordered via 090x numbers or SMS/MMS short numbers and other value added services ordered via the NATEL® network and deducted from the prepaid credit by calling the hotline. All respective value added services can be blocked or only those that contain adult entertainment. The balance on the Swisscom settlement system is authoritative in determining the card credit. Users are responsible for timely reloading of the SIM card themselves. Card credits cannot be reimbursed or transferred to other providers, but will be credited in the event of a direct changeover from a prepaid service to a NATEL® subscription. In the event of a credit balance of zero, the prepaid service cannot be used.

If the use of the prepaid services deviates significantly from common use for private purposes, Swisscom reserves the right to take appropriate measures (e.g. block the service, limit the speed of transmission). **If the NATEL® easy service is not used for 12 months or is misused, the SIM card becomes invalid, the remaining credit lapses and the number reverts to Swisscom without compensation.** Furthermore, Swisscom can recall or change telephone numbers without compensation if so required for official, operational or technical reasons. Swisscom is entitled to change or discontinue its prepaid services without compensation at any time.

Swisscom is only liable for damage caused intentionally or through gross negligence, which resulted in connection with the use of the prepaid services within Swisscom's mobile phone network. Liability for damage (e.g. lost profits) incurred as the result of simple negligence is excluded. The contract is governed by **Swiss law. Bern (Switzerland) is the place of jurisdiction**, mandatory place of jurisdiction reserved.

The undersigned accepts liability towards Swisscom for the accuracy of the data he/she has provided and for any damage arising due to incorrect or incomplete data. By registering, the customer accepts the above-mentioned General Terms and Conditions.

Official information on transferring the prepaid SIM card.

If the prepaid card is transferred, the name and address of the initial purchaser will still be passed on to the relevant authorities upon request. If a crime is committed using a transferred prepaid SIM card, the initial purchaser can be prosecuted as an accessory, accomplice or beneficiary under certain circumstances.