

## DSL (Internet-Access)

### Service Description

#### 1 Scope of application

This service description covers the DSL service (hereafter referred to as "Internet Access") from Swisscom (Switzerland) Ltd (hereafter referred to as "Swisscom").

#### 2 Swisscom services

##### 2.1 Scope

###### 2.1.1 Internet access

Internet access is available at a fixed monthly charge (additional surfing tariffs apply to DSL basic and start) and can only be subscribed to in combination with a Swisscom service package.

The transmission speeds according to Section 2.1.2 refer to optimal performance and cannot be guaranteed. Reductions in speed may occur depending on the length of the line between the telephone connection and the local exchange and the quality of the copper lines. If the customer or the network connection customer receives additional services via the Swisscom fixed-network connection, this may also lead to bandwidth restrictions. The continuation of the contract will in no way be affected by the occurrence of such bandwidth restrictions.

Swisscom is entitled to make technical modifications at any time, provided that this does not have a negative impact on the customer's costs or an adverse effect on operation and performance of the agreed service.

###### 2.1.2 Scope of service

###### DSL start

- Online surfing with up to 500 kbps download and 100 kbps upload
- Monthly charges: CHF 0 (including "Classic" service package)
- Additional surfing charge: CHF 3/hr.
- Maximum charge: CHF 59/month

###### DSL basic

- Online surfing with up to 500 kbps download and 100 kbps upload
- Monthly charges: CHF 9 (including "Classic" service package)
- Additional surfing charge: CHF 2.40/hr.
- Maximum charge: CHF 59/month

###### DSL mini

- Online surfing with up to 2'000 kbps download and 200 kbps upload
- Monthly charges: CHF 34 (including "Classic" service package)

#### DSL standard

- Online surfing with up to 10'000 kbps download and 1'000 kbps upload
- Monthly charges: CHF 49 (including "Classic" service package)

#### Infinity

- Online surfing with up to 20'000 kbps download and 2'000 kbps upload
- No extra call charges for calls on the Swiss fixed network
- Monthly charges: CHF 69 (including "Classic" service package)

Infinity is valid for standard voice telephony. Calls on the Swiss fixed network are covered by the monthly subscription fees. Call charges are incurred for the following call types or applications: international calls, calls to mobile networks in Switzerland and abroad, business numbers (e.g. 090x/08xx), short numbers, numbers with the prefix 058, directory enquiry services (incl. call forwarding) and calls using cards.

Special applications such as machine-to-machine, direct dial-in and permanent connections and use of the connection to provide telecommunications services are not permitted. Swisscom reserves the right to cancel Infinity with immediate effect if it suspects improper use.

If the customer already has a National, Combi or Mini-Combi half-price subscription or a chat subscription, this will be cancelled when the new subscription is taken out.

###### 2.1.3 Installation

Under certain circumstances, technical reasons require installation by a Swisscom technician for Internet access with DSL mini, DSL standard or Infinity. Swisscom will inform the customer if installation by Swisscom is necessary. If installation by Swisscom is required, it is governed by the "Home Installation" service description and the corresponding price list.

#### 2.2 Optional supplementary services

##### 2.2.1 Access to Swisscom's public wireless LAN

Customers with internet access with a minimum bandwidth of 2'000/200 kbps can use Swisscom's public wireless hotspots subject to a charge. This will be charged on the internet access bill from Swisscom. The cost depends on the duration of use. The currently valid price list applies. Swisscom's records are authoritative for billing purposes. A Swisscom Login is required to gain access. Simply log on to the public wireless LAN hotspots website to use them. The regulations of the existing service description also apply to internet access via public wireless LAN. By using public wireless LAN the customer

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also accepts the valid public wireless LAN terms of use. To explicitly discontinue the charged usage, it is necessary to log out in the active public wireless LAN status window intended for this purpose.

### 2.3 Support

#### 2.3.1 Acceptance of fault reports

In the event of a fault, customers should contact the Swisscom Helpdesk by calling the toll-free number 0800 800 800. The current opening hours of the toll-free number are published on the Swisscom portal ([www.swisscom.ch](http://www.swisscom.ch)).

#### 2.3.2 Maintenance Window

Whenever possible, Swisscom will inform customers in good time about service interruptions which are deemed necessary in order to rectify faults, perform maintenance work, introduce new technologies, etc. Swisscom will endeavour to keep such interruptions brief and to restrict them, wherever possible, to periods of low traffic.

## 3 Customers' obligations

Customers are responsible for the provision and installation of all connections, software, hardware, etc. They will set up, maintain and remove (on expiry of the contract), in good time and at their own expense, the necessary infrastructure, e.g. a connection to the fixed-line telephone network (hereafter referred to as "network connection") and/or the splitter (which only needs to be removed and returned to Swisscom on expiry of the contract if the customer is obliged/required to do so by a third party, e.g. the landlord, etc., otherwise the splitter remains in the respective rented property). Customers must safeguard their subscriber equipment against unauthorised access by third parties.

Customers are responsible for the network connection or, in the case where customer and network connection customer are not identical, for obtaining the consent of the network connection customer to this contract. The functioning of integrated or separate call charge meters for the network connection (itemised statements) may be impaired by internet access.

## 4 Billing and terms of payment

Internet access is billed monthly. The obligation to pay begins on the day following registration or at the latest 21 days after activation of the service by Swisscom. Any delay attributable to customers will not exempt them from their obligation to pay.

In the case of incomplete months, 1/30<sup>th</sup> of the monthly charge will be billed per day.

## 5 Guarantee / Liability

Swisscom cannot guarantee a minimum bandwidth or the uninterrupted, fault-free operation of Internet access.

Swisscom cannot be held responsible for misuse and damage caused by third parties, for security defects in the telecommunications networks and Internet or for costs incurred for repair and support services.

Swisscom cannot accept liability for the accuracy, correctness and completeness of information (e.g. voice, images, sound and other data), which can be accessed via Swisscom's Bluewin website and via the Internet. This information does not constitute an offer or a solicitation to do business or to enter into transactions of any kind.

## 6 Special provisions

### 6.1 User risks

Swisscom will endeavour to take economically reasonable, technically feasible and appropriate measures to make the service secure. However, in using the Internet, customers will be exposed to the following data protection risks in particular: Unencrypted e-mails may be read, changed, suppressed or delayed by unauthorised persons. Senders may be falsified. Contributions to newsgroups, forums and chat rooms may be forged, falsified and analysed by third parties. Third parties are sometimes able to monitor Internet traffic on the World Wide Web (www) and obtain possession of usernames or passwords. Encrypting data improves the confidentiality and reliability of information. Facilities to protect against external threats (firewalls) may prevent unauthorised third parties penetrating the networks of customers. Customers are responsible for implementing such measures.

## 7 Terminal devices (router/modem)

### 7.1 Guarantee

In case of a purchase of a terminal Swisscom provides the guarantees according to the guarantee certificate or delivery note/sales slip enclosed with the device.

### 7.2 Terminal devices provided free of charge

When providing terminal devices free of charge, Swisscom reserves the right to supply devices that are as good as new, i.e. not necessarily factory fresh.

### 7.3 Remote maintenance

In the interests of maintaining and optimising its configuration and support services, Swisscom reserves the right to access the customer's terminal devices at any time without providing special notice in order to ensure

that the devices are functioning properly (hereafter referred to as “remote maintenance”).

Swisscom may require that a customer’s access to the terminal device required for their Internet access is to occur only through an online access point provided by Swisscom. Swisscom is entitled to transfer data stored in the terminal device to its database. Swisscom is also entitled to take any measures required to increase security.

As part of remote maintenance, Swisscom is able to view customer data that is directly related to the configuration of the terminal device and the Internet services. Computer equipment of the customer (PC, notebook) connected to the terminal device is not covered by remote maintenance, which means that Swisscom is unable to view the data contained on these devices. Third parties are also not able to access terminal devices.

In order to provide a high level of security of the Wireless LAN Swisscom manages the WLAN key on a central server. In case of a reset of the router/modem the old router software may be replaced by a new, more effective software. By this a new WPA-key may be produced by a random generator. This new WPA-key is stored centrally and replaces the previous, locally stored WLAN key resp. protects a network that has previously been open and unprotected. This procedure increases the level of security.

Swisscom accepts no liability for damage to the customer’s hardware following remote maintenance; unless it can be proved that the damage was caused by the remote maintenance of Swisscom.

installed on the respective network connection with immediate effect on the date of cancellation. In this case, the contract for Internet access ends automatically on the next possible termination date. If the network access is terminated before the Internet access minimum contract term has expired, customers will be liable to pay the monthly basic charges for Internet access up to the expiry of the regular contract term. These charges will become payable immediately.

#### **8.4 Termination by Swisscom**

Swisscom is entitled to terminate the contract for DSL start at the end of any month subject to 2 months’ written notice, should the Internet connection remain unused for a period of at least six months. Swisscom’s right to terminate for this reason may also be exercised during the minimum contract term.

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## **8 Duration and termination**

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### **8.1 Duration**

The minimum contract term for Internet access is 12 months, unless a longer minimum contract term is agreed between Swisscom and the customer. An extension of the current minimum contract term or an additional minimum contract term can be agreed informally between Swisscom and the customer at any time in the context of a contract amendment.

### **8.2 Ordinary termination**

The contract may be terminated by either party at the end of any month subject to 2 months’ written notice, but no earlier than the date of expiry of the minimum contract term.

### **8.3 Termination by the access owner**

Cancellation of the network connection by the access owner entitles Swisscom to deactivate the Internet access