

## **General Terms and Conditions for services (GTC): Overview of the Changes**

The revised General Terms and Conditions for Services (GTC for Residential Customers) apply to customers who have concluded a contract with Swisscom (Switzerland) Ltd on 23 March 2023 or later. For existing customers, the GTC for Residential Customers shall apply as of 1 June 2023.

The GTC for Residential Customers also apply to customers who signed a Wingo, M Budget or Coop Mobile subscription contract with Swisscom (Switzerland) Ltd on 15 May 2023 or later. As of 1 July 2023, the GTC for Residential Customers will also apply to existing customers of these subscriptions.

Separate GTCs apply to mobile prepaid services.

Previous wording	New wording
<p><b><u>Clause 2, 3<sup>rd</sup> and 4<sup>th</sup> section</u></b>            (...)  <b>Directory</b>            At the customer's request, Swisscom or a third party acting on its behalf shall enter the customer's information in a directory. There is no obligation to verify the accuracy of data provided by the customers for the entry.</p> <p><b>Advertising</b>            Anyone not wishing to receive advertising communications can ask for their address to be blocked in their entry by marking it with an asterisk (*). The address will only be passed on to third parties that create directories. Other companies within the Swisscom Group, as well as providers of services that the customer procures via the network, are not considered third parties. Even if an address has been blocked, there is no guarantee that the customer will not receive advertising calls or advertising communications. In this case, responsibility shall lie with the caller or sender of the communication.</p>	<p><b><u>Clause 2, 3<sup>rd</sup> and 4<sup>th</sup> section</u></b></p> <p><i>The sections Directory and Advertising shall be deleted without replacement. The remaining sections of Clause 2 remain unchanged.</i></p>
<p><b><u>Clause 3, 3<sup>rd</sup> and 4<sup>th</sup> section</u></b>            (...)  <b>Customer information and e-mail address</b>            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 Policy.</p>	<p><b><u>Clause 3, 3<sup>rd</sup> and 4<sup>th</sup> section</u></b>            (...)  <b>Customer information and e-mail address</b>            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.</p>

Previous wording	New wording
<p><b>Legally and contractually compliant use</b>            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 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>	<p><b>Legally and contractually compliant use</b>            Services are exclusively for normal use. They may only be used for special applications or for the provision of telecommunications services with Swisscom's written consent.            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:            (...) - <i>Rest of the Clause unchanged.</i></p>
<p><b><u>Clause 4, 4th section</u></b>            (...)  <b>Devices belonging to Swisscom</b>            If Swisscom provides a device on a rental/loan-basis, then it remains the property of Swisscom for the whole duration of supply. The establishment of rights of lien or retention over the hardware for the benefit of third parties is expressly waived. In case of attachment, retention, confiscation or appropriation of assets, the customer is obliged to inform Swisscom immediately and to inform the responsible debt enforcement office or bankruptcy authority that the items are the property of Swisscom. At the end of the supply period the customer is obliged to send the device back to Swisscom undamaged and within a deadline set by Swisscom. Should the customer fail to meet this obligation, Swisscom shall be entitled to charge the customer the value of the not returned device.</p>	<p><b><u>Clause 4, 4th section</u></b>            (...)  <b>Devices belonging to Swisscom</b>            At the end of the supply period the customer is obliged to send devices provided on a rental or loan basis back to Swisscom undamaged and within a deadline set by Swisscom. Should the customer fail to meet this obligation, Swisscom shall be entitled to charge the customer the value of the not returned device.</p>
<p><b><u>Clause 9 Data protection</u></b>            The way in which Swisscom handles customer data and how the Customer can influence its use is set out in the General Privacy Policy available at <a href="http://www.swisscom.ch/legalaspects">www.swisscom.ch/legalaspects</a>, which shall take preference over the GTCs in the event of any conflict.</p>	<p><i>The entire Clause is deleted without replacement.</i></p>
<p><b><u>Clause 11, 2<sup>nd</sup> and 3<sup>rd</sup> section</u></b>            (...)  <b>Third-party networks and services</b>            Swisscom provides no assurances or guarantees of availability, quality, operation or support for telephony or data traffic with or on third-party networks.</p>	<p><i>(New numbering from here on)</i>  <b><u>Clause 10, 2<sup>nd</sup> and 3<sup>rd</sup> section</u></b>            (...)  <b>Third-party networks and services</b>            Swisscom provides no assurances or guarantees of availability, quality, operation or support for telephony or data traffic with or on third-party networks.</p>

Previous wording	New wording
<p><b>Risks when using services; Swisscom's measures</b> (...)</p>	<p><i>Additional section:</i></p> <p><b>Use of encryption or anonymisation services</b> If the Customer uses services to encrypt or anonymise the transmission of data (e.g. VPN, Private Relay, private DNS) or if the Customer uses infrastructure with corresponding settings, the Customer accepts the possible disadvantages associated therewith including, in particular:</p> <ul style="list-style-type: none"> <li>&gt; Prevention or impairment of the provision of services by Swisscom</li> <li>&gt; An obligation to pay costs in respect of services that are actually free of charge</li> <li>&gt; Restricted possibilities to combat abuse (see the following section)</li> </ul> <p><b>Risks when using services; Swisscom's measures</b> (...) - <i>Unchanged.</i></p>
<p><b><u>Clause 13, 1<sup>st</sup> section</u></b> <b>General</b> The contract is for an unlimited period. Termination of the contract is possible provided the minimum service periods or extension periods for all relevant services have expired. Terminations must be declared in writing, unless Swisscom accepts another form of cancellation in individual cases. Unless otherwise agreed, each party may terminate a service at the end of the month by observing a notice period of 2 months. (...)</p>	<p><b><u>Clause 12, 1<sup>st</sup> section</u></b> <b>General</b> The contract is for an unlimited period. Termination of the contract is possible provided the minimum service periods or extension periods for all relevant services have expired. Terminations must be declared in writing or by telephone to the Swisscom hotline, unless Swisscom accepts another form of cancellation in individual cases. Unless otherwise agreed, each party may terminate a service at the end of the month by observing a notice period of 2 months. (...) – <i>2<sup>nd</sup> section unchanged.</i></p>
<p><b><u>Clause 14, Service overview</u></b> Swisscom may forward in suitable form an overview of particular services or all services drawn by the customer from Swisscom. Provided the customer does not, within the period and manner specified in the service overview, request that incorrect information be corrected, the service overview shall become a part of the contract. Should Swisscom, for its part, discover that the service overview is incorrect, it can provide the customer with a corrected version.</p>	<p><i>The entire Clause is deleted without replacement.</i></p>
<p><b><u>Clause 15, 1<sup>st</sup> and 2<sup>nd</sup> section</u></b> <b>Amendments to prices and services</b> (...) 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</p>	<p><b><u>Clause 13, 1<sup>st</sup> and 2<sup>nd</sup> section</u></b> <b>Amendments to prices and services</b> (...) 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</p>

Previous wording	New wording
<p>options, only the options and not the underlying service) as of said effective date without suffering any financial consequences. <b>Failure to do so shall be deemed acceptance of the amendment.</b> 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. (...)</p> <p><b>Modification of the General Terms and Conditions</b> (...)</p>	<p>options, only the options and not the underlying service) as of said effective date without suffering any financial consequences. <b>Failure to do so shall be deemed acceptance of the amendment.</b> If Swisscom lowers its prices, it can simultaneously adjust all discounts granted before the fall in prices.</p> <p><b>Increases in tax rates, third-party price increases, adjustments to inflation</b> 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. <b>Swisscom shall be entitled to adjust prices in line with inflation without this giving the Customer a right of extraordinary or early termination.</b> Inflation shall be calculated in accordance with the Swiss Consumer Price Index (CPI) of the Federal Statistical Office (basis December 2020 = 100 points). The initial index shall be the level of the CPI on 1 June 2023. In the event of a price adjustment, the new price shall not exceed: Previous price x current index value / initial index. Universal service offerings are also subject to the price ceilings laid down in telecommunications law. If Swisscom implements such a price adjustment for individual services only, this does not mean that it waives the right to make an adjustment for other services at a later date. In respect of any given service Swisscom shall not make more than one adjustment per calendar year. Swisscom shall notify the affected customers in advance of any inflation-linked price adjustments.</p> <p><b>Modification of the General Terms and Conditions</b> (...) – <i>Unchanged.</i></p>
<p><b>Clause 16 Transfer</b> (...) 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><b>Clause 14 Transfer</b> (...) Furthermore, Swisscom is entitled to assign claims arising from the contract to third parties, without the agreement of the Customer.</p>