

1. General

The «Special Conditions for Internet» of Swisscom (Switzerland) Ltd («Swisscom») are valid for the area of Internet service provision and are intended as a supplement to the General Terms and Conditions for Services (GTCs). In the event of discrepancies, they shall take precedence over the GTCs.

2. Performances by Swisscom

2.1 Internet access;

Swisscom's Internet service allows the customer to access the Internet. **Swisscom cannot guarantee minimum bandwidth. The transmission speeds specified refer to optimal performance and cannot be guaranteed.** Reductions in speed may occur depending on the length of the line between the telephone access and local exchange, and due to the quality of the copper lines. If other services are purchased for use on the fixed network access, this can lead to restrictions in bandwidth. Furthermore, Swisscom **cannot guarantee, that information exchanged over the internet (e.g. e-mails) are sent to customers or their recipients.**

2.2 Service package

The customer shall be provided with the „Classic“ service package if it does not select another available service package. Details on the service packages can be viewed at www.swisscom.ch. The customer is responsible for the necessary hardware and software components and PC configurations. Swisscom cannot guarantee that the service packages will run faultlessly on all modems. The customer is obliged to make up-to-date backup copies of his data stored by Swisscom.

2.3 Static IP addresses

Swisscom cannot always support the operation of a static IP address.

2.4 Access to Swisscom's public wireless LAN

Customers with an Internet access featuring a bandwidth from (at least) 1000/100 kbit/s can use the Swisscom public wireless hotspots subject to a charge. Use of the public wireless LAN is also subject to the Terms of Use for the public wireless LAN, which the customer accepts by using the service. Access is provided via a Swisscom login and by logging onto the website of the public wireless LAN hotspots. To explicitly discontinue the charged usage, it is necessary to log out in the active public wireless LAN status window intended for this purpose. Charges are billed together with Swisscom's invoice for services.

2.5 Home installation

Swisscom offers the customer the option of commissioning Swisscom (or a third company commissioned by Swisscom) to perform the home installation of the necessary technical infrastructure. The services are based on the latest terms and conditions of offer published on www.swisscom.ch.

3. Customer obligations

3.1 Access to the network

The provision of Internet services (basic and supplementary services) usually requires the customer to have a Swisscom access to the network.

If the customer and the network access customer are not identical, the customer is responsible for obtaining the network access customer's agreement to use its network access.

3.2 Installation

Swisscom shall inform the customer if installation by Swisscom is necessary for technical reasons. Separate conditions apply for installation by Swisscom.

In order for the services to be performed the devices of the customer have to be powered, which is the responsibility of the customer.

3.3 Services with usage-based billing

For some services, charges are based on usage. With time-based billing, the customer must log off when leaving the Internet so that Internet access, which is subject to charges, is terminated.

3.4 Protective measures

Customers must safeguard their own equipment and any subscriber equipment on loan to them from Swisscom against unauthorised access by third parties.

The encryption of data improves the confidentiality and reliability of information. Facilities to protect against external threats (firewalls) can prevent an unauthorised third party from penetrating the customer's network. The customer is responsible for taking protective measures of this kind.

3.5 Mass advertising

Consent to mass advertising (Art. 3 (o) of the Federal Act on Unfair Competition – UWG): Customers may send mass advertising only to recipients who have expressly consented to the receipt of such material in advance. Customers must be able to provide corresponding proof if requested to do so.

4. Data protection

4.1 User risks

Swisscom endeavours to take steps to safeguard the infrastructure and its services. **However, use of the Internet entails risks to the customer that especially include the following data protection risks:**

- > Unencrypted e-mails and unencrypted data communication can be read, altered, disabled or delayed by unauthorised persons.
- > Senders can be falsified.
- > Contributions in newsgroups, forums and chats can be falsified, fabricated and analysed by third parties.
- > Third parties are sometimes able to monitor Internet traffic on the World Wide Web (WWW) and obtain user names and passwords.

4.2 Spam and phishing e-mails

E-mails recognised and declared as spam or phishing e-mails by Swisscom are filed in the Spam folder of the mailbox. Swisscom deletes the content of this folder once a week. Swisscom is entitled to later move harmful e-mails (e.g. phishing, viruses, worms) which are not detected by the filters to the spam folder in the customer's mailbox on Swisscom's server.

5. Devices (router/modem)

5.1 Guarantee

The guarantees provided by Swisscom when a device is purchased are based on the information found on the guarantee certificate or delivery note/sales slip enclosed with the device.

5.2 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 factory fresh.

5.3 Remote maintenance

Access by the customer to the device

Swisscom may require that a customer's access to the device necessary for their Internet access is to occur only online through the access provided by Swisscom.

Data

Swisscom is entitled to transfer technical data on the device into its database and to take measures to increase security. Computer equipment belonging to the customer (PC, notebook) and connected to the device is not covered by remote maintenance, which means that Swisscom is unable to view the data contained on such equipment.

WLAN key

In order to guarantee the best possible security of its wireless LAN, Swisscom manages the WLAN key on a central server. When resetting the router/modem, old router software may be replaced by new and more powerful software. This means that a new WPA key, generated with a random algorithm and centrally stored, sometimes replaces the previous, locally stored WLAN key or protects a network that was previously open and unsecured. This method increases security.

6. Duration and termination

The minimum service period for the Internet service is 12 months, provided no longer minimum period is agreed. The parties can also make provision for minimum and extension periods for other services.

Termination of a pre-required access by the customer (or, if not identical, by the authorised access customer), automatically causes the Internet service to be terminated. Termination of the Internet basic service will result in termination of supplementary Internet services and any television services provided by Swisscom.

If a minimum service or extension period is still running on one of the aforementioned basic or supplementary services, the consequences are regulated in the GTCs (especially sections 7 and 13). Subject to any price adjustments, the pre-required access and the telephony services are not affected by the termination of the Internet service.