

# Terms and Conditions of Use Swisscom Pay

## 1. General

Swisscom Pay enables customers to pay online for goods and services using their Swisscom NATEL® subscription or prepaid credit. Use of this service is governed by these Terms and Condition of Use in addition to Swisscom's General Terms and Conditions for mobile services. The latter are available at the website [www.swisscom.ch](http://www.swisscom.ch) and at all points of sale.

## 2. Function

Swisscom Pay enables the customer to pay for products and services of third parties (hereinafter referred to as "provider"). In this context, the customer concludes a purchase contract with the provider, while Swisscom handles the collection on behalf of the third-party provider.

To perform this service, Swisscom identifies the customer's mobile number and is entitled but under no obligation to prevent transactions if it deems appropriate.

## 3. Procedure

The purchase/order process for each transaction is presented transparently, either by Swisscom or by the provider. Swisscom will only debit amounts after a clear confirmation of the service and the price by the customer.

For individual purchases, the customer needs to confirm every purchase. Subscriptions need to be authorised only once and can always be cancelled in the Swisscom Customer Center.

## 4. Transparency

The customer can always review his transactions in the Customer Center.

Information on our providers and additional help is available at [www.swisscom.ch/pay](http://www.swisscom.ch/pay).

## 5. Due diligence

Customers shall comply with their due diligence obligations, i.e. they shall ensure that only authorised individuals can execute transactions at their expense. For this reason, suitable precautions must always be taken, e.g. the telephone must be protected with a screen or key lock in order to prevent unauthorised use.

## 6. Prices and conditions

Use of Swisscom Pay is basically free of charge for customers. However, the normal charges according to the applicable price plan of the mobile subscription may be incurred for the data transmission.

## 7. Special provisions

In connection with a purchase, Swisscom may forward the mobile phone number to the provider. This is technically necessary in order to authenticate the customer with respect to his authorisation.

## **8. Warranty / liability**

Swisscom does not accept any liability for contents of providers paid with Swisscom Pay, even if it references such webpages (e.g. via hyperlink). Swisscom does not provide any warranty whatsoever for goods and services paid for using Swisscom Pay.

## **9. Data protection**

The general Data Protection Regulations of Swisscom (Switzerland) Ltd shall apply.

[www.swisscom.ch/content/dam/swisscom/en/res/residential-additional-pages/legal-aspects/Privacy%20Statement\\_EN.pdf](http://www.swisscom.ch/content/dam/swisscom/en/res/residential-additional-pages/legal-aspects/Privacy%20Statement_EN.pdf)