

1 Scope of application

These Terms of Participation contain provisions for the registration and use of Swisscom's online services and govern access to certain Swisscom services via the Internet.

2 Registration and acceptance

2.1 Customer identification

Swisscom identifies the customer by means of his/her fixed-line phone number and currently valid FAC¹⁾ as shown on the fixed-line bill or his/her mobile phone number and SMS code or by any other means defined by Swisscom.

For certain online services, an activation code is sent by post to the customer's home address.

2.2 Registration/customer details

The customer must comply with the rules on registration. He/she is responsible for ensuring a complete, up-to-date and accurate registration and for providing correct personal details. Swisscom reserves the right to check the customer's details and authenticity at any time.

After registering for a Swisscom login, the customer will receive a user name and a password. The customer may register for one or more Swisscom logins per home/business address. Where applicable, activation codes will be sent to the contract address.

In the event of a change (e.g. of the contact e-mail address), the customer must update his/her personal details.

2.3 Acceptance of these Terms of Participation

By registering for a Swisscom login or logging in from a mobile phone using an SMS token, and in any case by using a Swisscom online service, the customer accepts these Terms of Participation.

3 Services provided by Swisscom

3.1 Availability

Swisscom endeavours to provide the online services 24 hours a day, seven days a week, without being under any obligation to do so. Certain individual services will only be available for limited periods. Swisscom is entitled to suspend the said services at any time at its own discretion if it appears expedient to do so for important reasons such as malfunctions, the risk of abuse etc.

Some supplementary services require specific activation by Swisscom, but Swisscom is under no obligation to activate them.

3.2 Security

During the development of the online services, particular importance was attached to security. The customer acknowledges that, despite its best efforts and the use of the latest technology and security standards, Swisscom cannot guarantee that the systems and processes in use are totally secure and error-free. Swisscom reserves the right to implement other security measures or to authenticate users by some other means.

3.3 Option to block services

Swisscom reserves the right to block individual customers or all customers from accessing one or more services. The customer may arrange for his/her access to be blocked by calling the customer service department on 0800 800 800 (residential customers) or 0800 055 055 (business customers).

4 Obligations on the part of the customer

4.1 Minimum requirements

An up-to-date Internet browser is required to use Swisscom's online services. For some Swisscom online services, cookies must be enabled.

4.2 Duty of care

The customer is responsible in his/her dealings with Swisscom for any use of the access by third parties (incl. employees) as well as for the content of the information sent or edited by him/her or third parties using Swisscom online services.

The customer is in particular obliged to ensure that the security elements, user name and password are kept secret and protected against improper use by unauthorised third parties. In particular, the password may not be written down or stored in an unprotected place. If the password or the user name is lost, the customer service department must be contacted immediately on 0800 800 800 (residential customers) or 0800 055 055 (business customers).

Furthermore, corporate customers are also obliged to ensure that, when relevant changes occur (e.g. when staff leave or their internal responsibilities change), the user names and passwords allocated to staff members are deleted as appropriate.

The customer must ensure that the software used is from a reliable source and must implement suitable measures to guard against attacks.

4.3 Access and user administration

The customer is responsible for

- ensuring that users of any additional accounts apply the same degree of care that he/she is obliged to observe.
- the passwords associated with such additional accounts. If an account user forgets his/her password, the customer must create a new password for that user.

5 Misuse

In the event of any misuse, Swisscom may take suitable measures (e.g. blocking access, terminating services). In the event of any illegal activity, the customer may face compensation claims from third parties who have suffered damages as well as sanctions imposed under criminal law by the relevant authorities.

The customer is kindly requested to inform Swisscom if he/she identifies any improper use of its online services.

6 Data protection

Swisscom shall adhere to the legislation in force regarding the treatment of data, and in particular the Telecommunications and Data Protection Acts. Swisscom shall collect, store and edit data only

¹⁾ FAC = Fixnet Access Code on the most recent bill

for the purpose of providing services, managing and maintaining the customer relationship, ensuring high quality of service and the security of operations and infrastructure, and for billing purposes.

The customer is responsible for ensuring that the legal rights of third parties (e.g. employees of a company) in terms of data protection and privacy are not infringed through the use of the online services.

7 Changes

The scope of Swisscom's online services may change at any time. Changes will be announced on the Swisscom website at <http://www.swisscom.ch/login>.

Swisscom reserves the right to alter these Terms of Participation at any time. The most recent version posted by Swisscom always takes precedence.

8 Liability on the part of Swisscom

Swisscom accepts no liability for damages resulting from improper use of the online services, in particular as a result of a breach of the customer's duty of care. Swisscom offers no guarantee of continuous and interrupted access nor as to the accuracy and completeness of any data sent or received.

In the event that security risks are discovered, Swisscom reserves the right to suspend the online services at any time without stating reasons. Swisscom accepts no liability for damages incurred as a consequence of such suspension.

Swisscom may not be held liable for damages incurred by the customer as a consequence of transmission errors, technical defects, disruptions, breakdowns or illegal tampering with telecommunication facilities.

Technical access is the customer's responsibility. Procurement of technical access, in particular the use of the Internet, is not covered by this agreement. Swisscom accepts no liability in connection with the hardware and software required or the consequences of transferring software via the Internet.

9 Applicable law and jurisdiction

The agreement is subject to Swiss law. **Any disputes arising in connection herewith are to be settled before a competent court of law in Berne**, notwithstanding any compulsory jurisdiction.

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