

## **Mobile ID Terms and Conditions of Use**

---

### **1. General**

The Terms and Conditions of Use apply in addition to the General Terms and Conditions for Swisscom services (hereinafter referred to as "GTC"). In the event of discrepancies, the Terms and Conditions of Use shall take precedence over the GTC.

By registering for the Swisscom Mobile ID service (hereinafter "Mobile ID") and activating it, the Customer agrees to these contract provisions. The Customer warrants that he/she has the necessary capacity to commit himself/herself to complying with these provisions.

Mobile ID requires appropriate access to the mobile communications network.

### **2. Performance obligations of Swisscom**

#### **General**

Once the Customer has successfully activated the service, Swisscom shall make a Mobile ID application ("SIM-Applet") available on the SIM card.

The Mobile ID service allows for the authentication of applications provided by connected service providers.

To use the Mobile ID service and the SIM-Applet, the Customer shall require a recent-generation SIM card with advanced security features as well as a compatible terminal device. If the SIM card needs to be initially replaced, Swisscom shall send mobile customers a compatible recent-generation SIM card to replace their current SIM card free-of-charge. The SIM-Applet and the Mobile ID service are only available on the main SIM card.

#### **Support**

Support for the Mobile ID application and service is only provided online (e.g. in the form of a forum or FAQs).

Should the Customer lose control of their SIM card or the Mobile ID PIN saved on the SIM card (e.g. physically losing the SIM card, forgetting the Mobile ID PIN, disclosing the Mobile ID PIN to third parties, etc.), a replacement may only be ordered via the support processes offered by Swisscom.

#### **Provision of updates/upgrades**

Swisscom shall be entitled but not obliged to provide updates and upgrades for the SIM-Applet.

### **3. Duties and obligations of the Customer**

#### **Activation**

The Mobile ID service must be activated in the SIM-Applet before using it for the first time.

The Customer shall also set up a personal Mobile ID PIN that is known only to him/her and with which he/she can subsequently authenticate himself/herself.

### **Purpose of use**

The Mobile ID service is for normal personal use. If use should vary substantially from the normal usage or if there is any indication of misuse, Swisscom reserves the right at any time to suspend or restrict the service or to implement other suitable measures.

Restrictions (e.g. at maintenance work) shall be published online individually or separately.

If the service is used outside of Switzerland, the Customer must comply with local legislation.

### **Updates/upgrades**

The Customer agrees that Swisscom shall provide updates and upgrades and that it can make the provision of further service dependent on whether the Customer downloads and installs such updates or upgrades.

### **Obligation to exercise due care**

The Customer acknowledges that the Mobile ID PIN is a personal security feature and must not be disclosed or made accessible to anyone under any circumstances.

The Customer alone is responsible for the security of his/her Mobile ID PIN, particularly for the level of protection it offers and third-party access. The Mobile ID PIN must be kept strictly confidential and must not be disclosed to other persons under any circumstances. In particular, the Mobile ID PIN must not be noted down on or in the mobile device, nor should it be stored or made accessible with the device in any other way. In order to ensure that Mobile ID is protected against misuse, the user is not allowed to select any trivial or common combinations (e.g. „123456“), or any combinations that can be easily guessed, such as telephone numbers, date of births, car registration details, etc., when choosing a Mobile ID PIN.

If the Customer knows or has reasonable grounds to suspect that a third party has acquired knowledge of the Mobile ID PIN or control via the private key on the SIM card, he/she must immediately instigate the reset of the Mobile ID.

In the event that the SIM card or terminal device including the SIM card are lost or stolen, the Customer must have the SIM card blocked immediately.

The terminal device must be constantly updated, and updates, upgrades, service packs and hotfixes provided by the manufacturer must be installed.

The terminal device must not be used improperly. The Customer shall bear all risks that are facilitated or caused by changing or replacing the device software installed by the manufacturer (e.g. by "jailbreaking" the device or by using any other software that removes usage limits intended by the manufacturer).

Swisscom recommends not installing any software from untrustworthy sources onto the user's terminal device.

### **Other obligations**

The Customer is referred to the GTC for further obligations as well as the possible consequences of breaches of contract.

#### **4. Confirmation**

Upon using Mobile ID for the first time, the subscriber confirms that he/she is aware of his/her rights and obligations and all obligations shall be observed.

#### **5. Device and system requirements**

In order to use the SIM-Applet and the Mobile ID service, the Customer must have a terminal device with a compatible SIM application toolkit. Swisscom accepts no liability for the provision of a compatible SIM application toolkit or the correct functioning of the SIM-Applet or Mobile ID service in combination with the Mobile ID Customer's terminal device.

The Customer acknowledges that the SIM-Applet and the Mobile ID service may not function or may have restricted functionality with some mobile terminal devices and/or specific device software due to a lack of manufacturer support. Swisscom may provide existing information on how users can solve problems themselves as well as the corresponding system requirements on their Mobile ID selfservice website. Swisscom is entitled to change this information at any time in part or in full.

To use the Mobile ID service, an active connection to the SMS services is required in the network of a mobile communication service provider. If the underlying contract allowing Internet access is blocked or terminated, it will no longer be possible to use the Mobile ID service.

#### **6. License**

The SIM-Applet software is protected by copyright. Swisscom shall grant the Mobile ID Customer a limited, non-exclusive, non-transferrable, revocable and non sub-licensable licence to use the SIM-Applet on a Mobile ID-compatible device for the length of time that Swisscom provides the service. Swisscom may revoke the licence at any time by providing notification or by blocking access to the SIM-Applet software.

The Customer is not permitted to modify, adapt, translate, reconstruct using reverse engineering, decompile or disassemble the software licensed by Swisscom, produce any work derived from the software, or access the software improperly. The Customer may not reproduce the software or make it accessible in any other way.

Swisscom may withdraw the licence at any time if the Customer breaches the Terms and Condition of Use or the licence conditions. The Customer shall assume responsibility for any infringements of licence provisions and corresponding claims on the part of third parties; If legal action is instigated against Swisscom, the Customer shall hold harmless and indemnify Swisscom against any third-party claims.

#### **7. Prices/costs**

Swisscom shall not charge any fee when ordering and activating the SIM-Applet for the first time, as well as for using the SIM-Applet.



**swisscom**

## **8. Data protection**

### **Approvals (in addition to the data protection regulations in the GTC)**

**The Customer acknowledges and also agrees that, in addition to the provisions in the GTC, the following data can also be compiled and analysed for the purpose of support and formulation of improvement measures and can be passed to service providers, whose services (applications) the customers uses:**

- The terminal device used by the Customer (incl. manufacturer and device model)
- The operating system used by the Customer on the terminal device
- The IP location (country and region) as well as the IP address assigned by the mobile phone network provider
- The provider ID (mobile phone network provider) of the provider used
- Feedback category and date and time of feedback in the Customer forum

If the Customer does not consent to the above data being processed, he/she may not use the Mobile ID application.

### **Data storage on the SIM card**

The Mobile ID PIN set up by the user is only saved on the SIM card.

## **9. Warranty/liability**

Swisscom cannot guarantee that the SIM-Applet, the Mobile ID service or the support processes will function without any interruptions or errors. The use of the SIM-Applet and the Mobile ID service in combination with applications provided by connected service providers shall be the sole responsibility of the Customer and at their own risk. Impairments and faults following the activation or use of the of the SIM-Applet cannot be excluded.

Otherwise, please refer to the warranty and liability provisions in the GTC.

## **10. Amendments**

Swisscom may change the SIM-Applet, the Mobile ID service or the Terms and Conditions of Use at any time. Amendments shall be displayed in a suitable form. If the Customer continues to use or access the SIM-Applet or Mobile ID service after amendments enter into force, it is deemed that he/she has accepted the amendments. If the Customer does not agree with the amendments, he/she may not continue to use the SIM-Applet. Amendments to the GTC are based on Section 15 of the GTC.

## **11. Entry into force, duration and termination**

### **Entry into force, contractual relationship**

The contract regarding the use of Mobile ID is concluded upon the activation of the Mobile ID service and shall be of indefinite duration. The contract regarding the use of the SIM-Applet and the associated Mobile ID service shall only be concluded between the Customer and Swisscom.



**swisscom**

The contract for the services provided by the associated service provider which are used by the Customer via the Mobile ID service shall only be concluded between the Customer and the respective service provider.

**Duration and termination**

The Customer may terminate the contract at any time by blocking the Mobile ID PIN through five times tipping the wrong PIN. Swisscom is entitled to terminate the contractual relationship at any time. Swisscom shall be entitled at any time to cancel the service in full or in part without giving the Mobile ID user notice and without having to specify any reasons.