

1 Scope of application

1.1 This Service Description shall apply to IP based fixed network telephony connections Swisscom Line company and the Option Internet DSL standard.

1.2 The Terms and Conditions of Use shall form an integral part of this Service Description as well as the contract documents in respect of the above fixed network connections.

2 Requirements**2.1 Customer facilities**

The Customer shall establish and maintain the installation between the building entry point and the socket at its own expense. The Customer shall be responsible for the acquisition, installation, functionality and legal conformity of its own subscriber equipment. It shall only connect subscriber equipment to the fixed network which complies with the provisions of the Telecommunications Act.

Where there is evidence to suggest that unauthorised access is taking place via the Customer's facilities, the Customer shall take measures, in accordance with the latest technological standards, to prevent unauthorised access to third-party systems and the transmission of computer viruses. Where an in-house installation or subscriber equipment owned by the Customer causes disruption or damage to equipment owned by Swisscom or a third party, Swisscom shall be entitled to suspend service without prior notice and without compensation. Swisscom shall also be entitled to assert a claim for damage compensation.

2.2 Responsibility for use of the connection

The Customer shall be responsible for any and all use of its connection, including by unauthorised third parties. In particular, it shall be responsible for paying all costs incurred through use of its connection, in particular by dialling numbers that are subject to a charge. The amounts may be charged to the telephone bill at the Customer's express request.

The Customer shall not be entitled to offset Swisscom claims against any counterclaims.

2.3 Use of land and buildings, licences to run cables

For the purposes of establishing and maintaining the network connection, the Customer must enable Swisscom to use the land on which the Customer's premises are located and to gain entry to the building. No charge may be levied to Swisscom in this regard. The Customer must obtain the necessary licences to run cables at its own expense.

3 Services provided by Swisscom**3.1 Network connection**

Swisscom shall provide the Customer with single line IP based telephony connections to the fixed network. Where Swisscom needs to establish a new network connection, it shall assume the average costs with respect to the corresponding type of connection.

By way of exception, Swisscom shall be entitled to provide the Customer which has, according to provisions of the Telecommunications Act governing basic service provision, an entitlement to a non-line-based connection.

3.2 Phone numbers

Swisscom shall allocate phone numbers to the Customer from within the number blocks made available to it by the relevant authorities. These numbers shall be provided for exclusive and non-transferable use. As part of the Swisscom "Top Number" package (subject to a charge), the Customer may select an available number itself. The Customer shall not have an entitlement to a specific number. The phone number shall not become the Customer's property and cannot therefore be sold, pledged, inherited or otherwise transferred to third parties unless Swisscom gives its express consent.

Swisscom may change the Customer's phone numbers without compensation if this is deemed necessary for operational or technical reasons, or if required by the authorities.

3.3 Directory

Unless the Customer expressly wishes otherwise, Swisscom shall enter the Customer in a directory or allow third parties such as Swisscom Directories to do so. Swisscom shall not be obliged to verify the accuracy of the information provided by the Customer for the entry.

3.4 Address blocking for advertising purposes

Any Customer not wishing to receive advertising communications may ask for its address to be blocked in its entries 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 (see Section 4), shall not be deemed to be third parties. The address shall not be passed on for other purposes.

3.5 Transmission of voice and data

The Customer shall be entitled to hold meetings or exchange data with third-party customers of Swisscom and of third-party providers insofar as Swisscom has concluded corresponding agreements with these providers.

Within the scope of existing technical and operational capabilities, Swisscom shall render the services listed under Point 3.6 and 3.7.3 provided that the Customer makes suitable subscriber equipment available.

3.6 Scope of services to be provided

3.6.1 Basic offer Swisscom Line company

- Access
 - 1 IP based connection with 1 user channel and 1 telephone number
- Availability management
 - Do not disturb
 - Call waiting
 - Three-way conference
 - Barring of inbound calls
- Absence management
 - Direct call forwarding
 - Call forwarding if no reply
 - Call forwarding if busy
 - COMBOX pro
- Identification
 - Reject anonymous calls
 - Automatic caller ID for inbound calls
- Service and support
 - Access to service and emergency numbers
 - Transcription services for the hard of hearing
 - Free entry in telephone directory
 - Free copy of telephone directory
 - Faults can be report 24 hours a day, 7 days a week
 - Itemised statement (on request)

3.6.2 Options for Swisscom Line company

- MultiLINE 2/2
2 telephone numbers, 2 concurrent calls
- MultiLINE 3/3 option
3 telephone numbers, 3 concurrent calls
- Barring of outgoing calls
- Internet Option DSL standard

3.7 Internet Option DSL standard

3.7.1 Requirements

The internet option DSL Standard requires a Swisscom Line Company connection. The Customer shall be responsible for the purchase and installation of all hard- and software components as well as necessary PC configurations.

3.7.2 Services provided by Swisscom

Charges for internet services occur over the utilized IP-based fixed network telephone connection.

The following transmission speeds are "maximum values". These may vary depending on line length and quality and can therefore not be guaranteed. The operation of further services through the DSL service connection may result in a reduction in DSL bandwidth.

Swisscom shall be entitled to make technical modifications at any time, provided that this does not have an impact on the Customer's costs or an adverse effect on the operation and performance of the agreed service.

3.7.3 Scope of Internet Option DSL standard

- Online surfing with up to 10,000 kbps download and 1000 kbps upload.

4 Process Services

4.1 Maintenance window

Swisscom shall notify the Customer in good time in case of any disruptions to service, such as any necessary maintenance works (introduction of new technologies or software updates etc.). Swisscom shall endeavour to keep such interruptions as short as possible and to restrict them to off-peak periods wherever possible. Information shall be published on Swisscom's service portal (www.swisscom.ch).

4.2 Maintenance of the fixed network

Swisscom shall be responsible for appropriate maintenance of its network. Faults can be reported to its hotline. Swisscom shall remedy faults that are within its sphere of influence within a reasonable time and using all reasonable means at its disposal, during business hours. If Swisscom is called in to remedy a fault, the cause of which lies outside its fixed network, the costs may be charged to the Customer.

4.3 Acceptance of fault reports and technical support

In case of a fault the Customer may use the following helpdesk number free of charge: 0800 724 724.

Monday – Sunday 00.00 am – 12.00 am

4.4 Remote maintenance router/modem

4.4.1 In the interests of maintaining and optimising its configuration and support services, Swisscom reserves the right to access the Customer's terminal devices at any time without special prior notice in order to ensure that the devices are functioning properly (hereafter referred to as "remote maintenance").

4.4.2 Swisscom may require that the Customer's access to the terminal device required for Internet access is to occur only via the online access point provided by Swisscom. Swisscom shall be entitled to transfer data stored on the terminal device to its database. Swisscom shall also be entitled to take any measures required to increase security.

4.4.3 As part of remote maintenance, Swisscom shall be able to view the Customer's data that is directly related to the configuration of the terminal device and the Internet services. Computer equipment of the customer (PC, notebook) connected to the terminal device shall not be covered by remote maintenance. Swisscom shall not be able to view data contained on these devices. Third parties shall also not be able to access terminal devices.

4.4.4 In order to guarantee the highest possible security of the wireless LAN, Swisscom shall administer WLAN keys on a central server. In case of resetting the router/modem, old router software may in some circumstances be replaced by new, more sophisticated software. In this case, it may happen that a new, randomly generated and centrally stored WPA key replaces the previous locally saved WLAN key or protects a previously open, unsecured network. This increases security.

4.4.5 Swisscom accepts no liability for any damage to the Customer's hardware following remote maintenance except in cases where it can be proved that the damage was caused by the remote maintenance of Swisscom.

5 Warranty / Liability

Swisscom provides no guarantee for the smooth functioning, quality and availability of the services included.

6 Special provisions

6.1 User risks

Swisscom shall endeavour to take economically reasonable, technically feasible and appropriate measures to make the service secure. However, when using the Internet, the customer shall be exposed to the following data protection risks: Unencrypted e-mails may be read, changed, suppressed or delayed by unauthorised persons. Senders may be falsified. Contributions to newsgroups, forums and chat rooms may be forged, falsified and analysed by third parties. Third parties are sometimes able to monitor Internet traffic on the World Wide Web (www) and obtain possession of usernames and passwords. Encrypting data improves the confidentiality and reliability of information. Facilities to protect against external threats (firewalls) may prevent unauthorised third parties from penetrating the Customer's networks. The Customer shall be responsible for implementing such measures.

7 Terminal device guarantee

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

8 Billing

The service is billed monthly. The obligation to pay shall begin on the day following registration or at the latest 21 days after activation of the service by Swisscom. Any delay attributable to the Customer shall not exempt it from the obligation to pay.

In the case of incomplete months, 1/30th of the monthly charge shall be billed per day.

9 Termination

The cancellation of an IP-based fixed network telephone connection results in the automatic cancellation of the DSL Standard option.

10 Data Protection

10.1 Data processing for marketing purposes

Customers may limit or prohibit use of their data for marketing purposes.

10.2 Number display and suppression

If technically feasible, the telephone number of the caller or of the call recipient is normally displayed regardless of whether or not he or she is listed in a directory. The Customer may suppress number display either permanently or per call free of charge. For technical reasons, it cannot be guaranteed that the caller number will be displayed or suppressed in certain circumstances, in particular when calls are made from or to a third-party network and in the case of SMS via the fixed network. In the case of calls to emergency services, transcription services for the hearing impaired and to Swisscom fault report hotlines, suppression of number display shall not be possible.

Number display may also include display of the first and last name of the Customer from whose connection the call is made.