

## Service Description DSL Services (Internet)

### 1 Scope of application

1.1 This Service Description shall apply to the Internet access services DSL start, DSL mini, DSL standard and DSL max as well as Service Package Classic services.

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

### 2 Requirements

#### 2.1 DSL Services

In exceptional cases, for technical reasons, it may be the case that a DSL service must be installed by Swisscom. Swisscom shall notify the Customer of this in that case. Where the Customer requests the installation be carried out by Swisscom, the Service Description Home Installation DSL shall apply.

The Customer shall be responsible for the purchase and installation of all fixed network connections, hard and software etc. It shall establish, maintain and remove (on termination of contract) the necessary infrastructure, namely the necessary fixed network connection and/or splitter (removal and return to Swisscom of the splitter on termination of contract), in good time and at its own expense. The Customer must safeguard its subscriber equipment against unauthorised access by third parties.

The Customer shall be responsible for the fixed network connection of the DSL service, or shall gain the consent of the owner for this Contract. The functioning of integrated or separate call charge meters may be impaired as a result of Internet access.

#### 2.2 Service Package Classic

The Customer shall be responsible for all necessary hard- and software components as well as for PC configurations. Swisscom shall provide no guarantee that its DSL services can be operated smoothly with all modems available on the market.

Use of the Service Package Classic requires the Customer to have a Swisscom fixed network connection. The Customer shall be responsible for the fixed network connection, or shall be responsible for gaining the owner's consent for use of the connection.

### 3 Services provided by Swisscom

Remuneration for Internet services shall be by way of the DSL service itself or by way of a corresponding surf charge.

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.

### 4 Scope of DSL Services

#### 4.1 Basic offer

##### 4.1.1 DSL start

Online surfing with up to 300 kbps download and 100 kbps upload.

Incl. Service Package Classic

##### 4.1.2 DSL mini

Online surfing with up to 1,000 kbps download and 100 kbps upload.

Incl. Service Package Classic

##### 4.1.3 DSL standard

Online surfing with up to 5,000 kbps download and 500 kbps upload.

Incl. Service Package Classic

##### 4.1.4 DSL max.

Online surfing with up to 20,000 kbps download and 1,000 kbps upload.

Incl. Service Package Classic

#### 4.2 Options

##### 4.2.1 Static IP address

A static IP address shall be allocated to the Customer and made available for the duration of the Contract. The static IP address shall, however, at all times remain the property of Swisscom. Use of the static IP address shall be limited personally and specifically to the Customer's business and, for individuals, to the Customer concerned. All other uses (e.g. use by third parties, transfer to third parties) and associated offers and services shall be prohibited.

##### 4.2.2 Access to Swisscom's Public Wireless LAN

Customers with Internet access with a minimum bandwidth of 1,000/100 kbps shall be entitled to use Swisscom's Public Wireless Hotspots subject to a charge. The charge shall be indicated on the bill for Internet access from Swisscom. The cost shall depend on the duration of use. The currently valid price list shall apply. Swisscom's records shall be authoritative for billing purposes. A Swisscom login shall be required for access. To use Public Wireless LAN hotspots, the Customer must

simply log on to the relevant website. The provisions of the existing Service Description shall also apply to Internet access via Public Wireless LAN. By using Public Wireless LAN, the Customer also accepts the valid Public Wireless LAN terms of use. In order to discontinue charged usage, it is necessary to log out using the active Public Wireless LAN status window intended for this purpose.

## **5 Scope of Service Package Classic**

The services included in Service Package Classic form a fixed and integral part of the DSL services listed under Point 0.

### **5.1 Basic offer**

- 5 e-mail addresses @bluewin.ch and/or
- @bluemail incl. web access or POP 3
- Continually updated spam and phishing filter (can be deactivated at Customer's request)
- Continually updated virus filter (can be deactivated at Customer's request)
- SSL access to Web mail
- 500 MB e-mail storage space per e-mail address
- Forwarding function for e-mail
- Out-of-office notification
- E-mail distribution list
- E-mail forwarding by SMS
- Address book for up to 1,000 entries
- Address book synchronisation with Outlook
- Synchronisation with Swisscom's Natel®
- 30 free SMS messages per month
- SMS Box
- SMS forwarding
- Online telephone book, 50 free searches per month

### **5.2 Options**

- Additional e-mail addresses
- Additional storage space for Web mail
- Further blocks @ 50 MB max. up to 500 MB
- Distribution lists for forwarding of e-mails
- Additional SMS messages within Switzerland
- Additional SMS messages abroad
- Additional searches in online telephone book

## **6 Process services**

### **6.1 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](http://www.swisscom.ch)).

### **6.2 Acceptance of fault reports and technical support**

In case of a fault or for technical support, the Customer may use the following helpdesk number free of charge: 0800 800 800.

Monday - Saturday	7.00 am – 12.00 am
Sunday	8.00 am – 12.00 am
Public holidays	8.00 am – 12.00 am

### **6.3 Remote maintenance router/modem**

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").

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.

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.

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.

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.

## **7 Warranty / Liability**

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

Swisscom provides no guarantee that spam, virus and phishing filters provide complete protection against the receipt of spam and phishing mails and/or e-mails containing viruses. Swisscom excludes liability for any damage to the Customer's system resulting from spam, phishing mails or e-mails containing viruses. The Customer shall continue to be responsible for measures against the receipt and distribution of spam, phishing mails and e-mails containing viruses on its systems.

Certain mobile services (e.g. SMS) are transmitted via a third-party mobile network. Swisscom cannot provide any guarantee for the operation of third-party mobile networks, nor for the availability, delivery of messages, transmission times and capacities, quality and support. Particularly for this reason, Swisscom cannot guarantee that the messages transmitted via the mobile network will always be delivered to the recipient. The Customer shall have a duty to pay for the services supplied by Swisscom, even in the case of messages that were not delivered, or were delivered incorrectly or with delay via the mobile network.

## **8 Special provisions**

### **8.1 DSL Services**

### **8.2 Carrier Preselection**

In the order process, the Customer must confirm that Carrier Preselection (CPS) with a telecommunications provider other than Swisscom has not been activated for the network connection indicated in the order (in the case of ISDN, all multiple subscriber numbers [MSN]). If CPS with another telecommunications provider is activated at the time of application, Swisscom shall be entitled to arrange for the CPS to be cancelled with immediate effect.

### **8.3 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.

### **8.4 DSL start**

In the case of DSL start, usage-based charges shall be invoiced in addition to a monthly subscription fee (surf tariff). As a result of this time-based charging, the Customer must log off the Internet in order to discontinue time-based charging for Internet access.

### **8.5 Service Package Classic**

#### **8.5.1 E-mail**

The volume restriction for the Service Package Classic shall be 500 MB per e-mail address.

#### **8.5.2 Spam and phishing filters**

Filtered e-mails identified as spam or phishing mails shall be placed in a spam folder of Swisscom Web mail. The contents of this folder shall be deleted by Swisscom once a week.

Swisscom shall have the right to 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.

#### **8.5.3 Virus and spam filters for sending e-mails**

Swisscom may scan e-mails sent via a Swisscom e-mail service for harmful software (e.g. viruses, worms, etc.) and filter any illegal use of a Swisscom e-mail service (e.g. sending spam).

#### **8.5.4 Trash**

E-mails which remain in the Swisscom Web mail Trash folder for more than 30 consecutive days shall be automatically deleted by Swisscom.

SMS text messages which remain in the Swisscom SMS Box Trash folder for more than 30 consecutive days will be automatically deleted by Swisscom.

## **9 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.

## **10 Billing**

Internet access 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, 1/30<sup>th</sup> of the monthly charge shall be billed per day.

**11 Termination**

Cancellation of the DSL-based network connection by the connection owner shall entitle Swisscom to deactivate the Internet access installed on the respective network connection with immediate effect on the date of cancellation. In this case, the Contract for Internet access shall end automatically on the next possible termination date.