



### 1 Scope of application

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These offer conditions apply to the fail-safe system option (hereinafter referred to as “the service”) of Swisscom (Switzerland) Ltd (hereinafter referred to as “Swisscom”). The offer conditions for the fail-safe system option apply in addition to the General Terms and Conditions (GTCs) and the Special Conditions for Fixed Network Telephony.

The service is available exclusively as an additional option to the Swisscom offer Swisscom Line basic offer. The option is particularly suitable for emergency telephones that are used rarely but must remain operational in the event of an emergency. **However, the offer is not suitable for business-critical or other connections for which high levels of availability must be guaranteed.**

### 2 Swisscom services

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Swisscom will provide the following services as part of the package – these services are available as a bundle or individually according to the wishes of the customer:

- USB stick for the fail-safe system network (mobile failover)  
The USB stick (failover stick), which is provided free of charge, must only be used at the location of the landline connection and requires the use of a suitable router (modem). With the mobile failover, Swisscom provides an alternative telephone connection in the event of temporary failure of the Swisscom network, provided the technical requirements (sufficient mobile network coverage) are met.
- Uninterruptible power supply (UPS) system with battery  
The UPS system acts as a safeguard against local power outages. The UPS battery is the system’s principle component. Although the UPS system provides backup in the event of a power outage, it does not cover network failures. Swisscom offers all customers (hereinafter referred to as “customers” or “buyers”) the right to cancel their order and return the equipment within 14 days. See section 6 for information concerning warranty.
- For installation, see section 4.

### 3 Obligations of the customer

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In order for the service to function, customers are responsible for ensuring the UPS system is fully operational. Swisscom recommends that customers regularly check that the UPS system is operating correctly and that its battery is charged.

Customers should contact Schneider Electric (Schweiz) AG directly for support or questions concerning warranty.

### 4 Installation

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Installation is carried out for a fixed installation fee by a Swisscom service technician, who will verify and confirm that all components are operational.

Swisscom cannot guarantee that the installation will be performed correctly if it is carried out by the owner or a third party.

The service cannot be provided if insufficient mobile-network coverage is available at the intended location and if sufficient coverage cannot be achieved with an antenna extension. Should this prove to be the case, the additional contract option will no longer apply, and the customer will be required to return the USB stick to Swisscom.

### 5 Costs and conditions

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The current prices (one-off and recurring) for the service can be found at

[www.swisscom.ch/de/business/kmu/internet-fest-netz-fernsehen/angebote/swisscomline-basic.html](http://www.swisscom.ch/de/business/kmu/internet-fest-netz-fernsehen/angebote/swisscomline-basic.html).

The obligation to pay for the service will take effect on the day following the activation date, even if the actual activation of the service is scheduled for a later date. The only exception is in cases where the service cannot be put into operation following the activation date due to reasons for which Swisscom is responsible. If the service cannot be provided at the location due to a lack of necessary infrastructure, this does not release the customer from their obligation to pay. The same applies if Swisscom has blocked the relevant services at the location in accordance with the contract (for example in the event of a payment default) and during the termination period in the case of a termination.



**swisscom**

**Offer conditions for the fail-safe system option**

## **6 Warranty, liability**

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**The option offers no guarantee as to the uninterrupted functionality of Swisscom Line basic.**

**The UPS system offers no guarantee as to uninterrupted and correct functionality in the case of a power outage. Swisscom fully excludes any warranty regarding the UPS system.** However, Swisscom will transfer to the buyer any warranty claims made by its supplier. The buyer may submit these warranty claims to Schneider Electric (Schweiz) AG.

**All liability for the USB stick and UPS system is excluded to the extent permitted by law.**

## **7 Entry into force, minimum period of use and termination**

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The additional contract option will enter into force on the date the service is put into operation. The customer has a responsibility to Swisscom to ensure that the service is put into operation by the customer or another authorised person.

The minimum period of use of the service is twelve months. The service may be terminated by the customer effective at the end of the month, subject to a termination period of two months and no earlier than the end of the minimum period of use. Should the customer terminate the service prematurely, they must still pay Swisscom the subscription fee to the end of the minimum period of use or the termination period.

## **8 Changes to and cancellation of the service**

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**Swisscom reserves the right to modify the service at any time.** Swisscom shall notify the customer of any changes in an appropriate manner (for example on a bill or via e-mail). Swisscom shall inform the customer in a timely manner of any significant changes to the service which are to the disadvantage of the customer, and the customer will be entitled to terminate the service prematurely before the changes come into force with no financial consequences. Should the customer fail to do so, the changes will be deemed to have been accepted.

**Swisscom is entitled to cancel the service at any time and with no compensation, provided suitable notice is given.**

## **9 Applicable law and place of jurisdiction**

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These offer conditions are governed by Swiss law. **Bern is the sole place of jurisdiction.** Mandatory places of jurisdiction remain reserved.

Mai 2017