



1. General

These Offer Terms and Conditions govern the "Smart Business Connect" service (hereinafter referred to as "Service") of Swisscom (Switzerland) Ltd (hereinafter referred to as "Swisscom"). The "Smart Business Connect" Offer Terms and Conditions shall apply in addition to the "Swisscom General Terms and Conditions for Business Customers" ("GTC") as well as the Special Conditions for Internet and Service, and shall take precedence over them in the event of any contradictions or ambiguities. These contractual provisions can be found at <https://www.swisscom.ch/en/business/sme/legals.html> and www.swisscom.ch/smart-business-connect. Availability of the Service can be checked at www.swisscom.ch/smart-business-connect. Residential customers can only benefit from Business Internet Services without Business Network Solutions options or M2M Wireline connections. If a residential customer wishes to use Business Communication Services or Business Networks Solutions, he/she will be transferred to the business customer segment. As a result, any residential customer promotions or residential customer discounts will expire.

2. Swisscom services

2.1 General

Smart Business Connect consists of the fixed component Business Internet Services as the basis, which can be supplemented with individual components such as Business Communication Services. The detailed contents of the individual components and the various combinations possible can be found at www.swisscom.ch/smart-business-connect. Instead of Business Internet Services, a M2M wireline service can also be selected, but this cannot be supplemented. Smart Business Connect, Business Internet Services and Business Communication Services may be supplemented with various individual options. Further information on the various options can be found at www.swisscom.ch/smart-business-connect. This site also provides information on which options are not available.

The Service Level Agreement included in Business Internet Services also applies to Business Communication Services.

The Service may only be used for the normal purposes of business customers.

Third parties with which Swisscom has concluded a contract for the sale and support of Smart Business Connect and which assist Swisscom in the provision of

service to the customer are referred to as 'Partners' below.

2.2 Site connection

The site connection service connects the router at the customer's premises to the Swisscom infrastructure. Swisscom shall stipulate the medium by which this is done (such as xDSL connection or a fibre-optic connection).

2.3 Mobile package deals

The customer can obtain a package deal for certain combinations of Smart Business Connect with Mobile telephony subscriptions from Swisscom. Details can be found on the website or in brochures.

2.4 Business Internet Services

These terms and conditions apply in addition to the Special Conditions for Internet and shall take precedence in the event of any contradictions.

2.4.1 Internet Backup

In the event of failure the Customer will receive a replacement Internet connection (with restricted service) for specific service packages with Internet backup. Coverage by the Swisscom mobile communications network inside buildings at the Customer's site is essential in order for the Internet backup to function, though this cannot be guaranteed. Details of Internet backup are available at www.swisscom.ch/internetbackup.

The hardware supplied by Swisscom for this purpose becomes the property of the owner; it will only function with the devices and services approved by Swisscom for Internet backup. If changes are made to the configuration of these devices, Swisscom cannot guarantee correct operation of Internet backup. No mobile services can be used with the mobile connection other than packet-switched data on the Swisscom mobile communications network. The same speed and quality of connection as on the fixed-net Internet connection cannot be guaranteed. It is important to remember this particularly when making VoIP calls.

Internet backup may only be used for temporary and stationary bridging in the case of failure of the fixed-net Internet connection. It is not permissible to deactivate the latter deliberately in order to switch to Internet backup.

If the customer switches to a service with Internet backup, the minimum contract term of the relevant service is two months. If the service is cancelled or if the customer switches to a service without Internet



backup, the replacement connection can no longer be used over the mobile network.

2.4.2 Fixed IPv4 address

Fixed IP addresses enable Customers to operate their own e-mail or Web server. IP addresses are taken from the IP address range assigned to Swisscom by RIPE (Réseaux IP Européens) in accordance with the RIPE guidelines. There is no entitlement to specific IP addresses. Swisscom may change IP addresses at any time. If the customer ceases to use the option, the IP addresses revert immediately and completely to Swisscom.

It should be noted that in the case of the subnetworks with between four and 64 fixed IP addresses, three IP addresses are required for the technical provisioning of the service and can thereafter no longer be used for customer-specific services.

2.4.3 Fixed IPv6 addresses option

The IPv6 address assigned to the customer shall remain the property of Swisscom. There is no entitlement to specific IPv6 addresses. Swisscom may change IPv6 addresses at any time. If the customer ceases to use the option, the IPv6 addresses revert immediately and completely to Swisscom. There is only one IPv6 address range predefined by Swisscom. Unless explicitly agreed with Swisscom, the customer is responsible for the security of the infrastructure used.

2.5 Swisscom blue TV

All Swisscom blue TV Public and Swisscom blue TV Host services may be used privately or for commercial purposes. The customer is responsible for the correct registration of his/her use and payment of all related fees, taxes and charges, in particular the statutory radio and television licence fee and any fees due to collecting societies such as SUIZA.

The Swisscom blue TV products offered by Swisscom to customers in the residential customer segment (www.swisscom.ch/tv) are exclusively aimed at private individuals for their own private use. Consequently, use of these Swisscom blue TV products is exclusively subject to the associated terms and conditions for residential customers (<https://www.swisscom.ch/en/residential/legal-information.html>). This also applies if Swisscom refers to such a product in order confirmation letters and/or bills issued in the business customer segment, e.g. if residential customers are transferred to the business customer segment in accordance with paragraph 1.

In such cases, the customer is aware, and ensures as far as possible, that Swisscom blue TV products offered by Swisscom in the residential customer segment are used only for private purposes by entitled individuals and under no circumstances for commercial or industrial purposes or for viewing by third parties; this applies regardless of the payment of reception fees and any fees to collecting societies for public viewing or general background entertainment. Any customer infringing these provisions shall indemnify Swisscom and any other party whose rights are breached (e.g. any rightsholders concerned).

2.6 M2M Wireline

The M2M-wireline-service enables the customer to use IP-based services such as EFTPOS terminals and alert devices. In contrast to Internet access via conventional connections such as Business Internet Services, communication from the terminals takes place with the respective service operators. For this purpose there are various profiles which allow only these applications. Other Internet traffic is prohibited by Swisscom. All communication is initiated by the corresponding terminal (EFTPOS terminal, alert devices, etc.). For this reason, no additional services can be offered with M2M wireline. Further information can be found at <https://www.swisscom.ch/en/business/sme/inter-net-fixednetwork-television/tariffs/m2m-wireline.html>.

2.7 Business Communication Services

2.7.1 General

Business Communication Services enable business customers to make IP-based phone calls on broadband access lines with centrally provisioned PBX functionalities. Voice traffic is given priority over data traffic, thereby ensuring excellent voice quality at all times. The voice signals are transferred in a dedicated and reserved channel.

If the available bandwidth for the connection does not match the customer's usage behaviour, the functioning of Business Communication Services may be impaired at the site in question.

In addition to normal telephony usage, Business Communication Services makes it possible to have software-based use by means of a Business Communication app/client. This is installed on a computer or smartphone. It allows the Customer to make calls via the Internet Protocol using WiFi connections or via Mobile Data or Mobile GSM with centrally provisioned PBX functionalities.



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Power supply to end devices is not supported if the power is cut off (remote supply).

2.7.2 Network and customer

A Business Communication network may consist of different sites in Switzerland. The Customer is the owner of the connection at the main site and is the contract holder for all sites.

2.7.3 Users

The customer is also the contact holder for the Business Communication app/client used by the users (employees).

The user is the person to whom the Customer grants the right to use the Business Communication app/client. A user may install the Business Communication app/client on as many devices as necessary. The Business Communication app/client can be used at the same time on the following devices: smartphone and PC. The Business Communication app/client can be used once for each device type. The device on which the app was last started can be used for communication.

2.7.4 Trunk

With Trunk, Swisscom offers a technical implementation variant which is designed for connecting private branch exchanges (hereinafter "PBXs"). The Trunk supports the basic telephony functions to supplement the PBX. When using the Trunk implementation version, at least one Business Internet Services connection or, alternatively, one IP Plus or one Enterprise Internet connection per location is required. Separate conditions and terms of contract apply to these two alternatives. For details on Trunk, see www.swisscom.ch/smart-business-connect.

2.7.5 Hosted

With Hosted, Swisscom offers a technical implementation variant which is intended for direct connection to telephones and does not require infrastructure at the Customer's premises. This variant, which is a Cloud solution, supports approved devices (IP phones, adapters, softphones) and provides PBX features depending on the device.

The features are furthermore offered in different packages. Details of the hosted offer packages and the associated options can be found at www.swisscom.ch/smart-business-connect. The communication packages with the Unified Communication & Collaboration (UCC) functions offer not only telephony but also the following functions: instant

messaging (chat), presence information, screen unlocking and online meetings with guest access. It is also possible to use presence information and chat across different companies. This function is automatically switched on and cannot be deactivated. However, every user has the option of rejecting contact requests both within and outside the company.

UCC user data, such as login or chat data, is saved on Swisscom servers in Switzerland, and instant messaging data is transmitted in encrypted form. If the service is transferred via a hotspot or if push notifications are activated, the usage data is visible for the respective App Store operator.

2.7.6 Emergency calls / Nomadic use

Irrespective of location, the customer and all users can also use the Business Communication Service worldwide and when on the move (known as "nomadic use"). Impeccable voice quality cannot be guaranteed if calls are made via the Business Communication app/client that has been set up. This is dependent on the quality of the connection at the respective location.

Using the Business Communication app/client in public networks, e.g. hotspot transmitter, in networks other than Swisscom or abroad may entail increased risk of call tapping through network manipulation by unauthorised third parties.

Emergency calls are always sent to the relevant emergency services at the company location. The same applies for Business Communication app/client and terminals which are used away from the main location. You are therefore strongly advised not to use the Business Communication app/client to call emergency numbers when away from the company's main location.

When the Business Communication app/client is used with a mobile terminal (smartphone), localisation takes place in exceptional cases only via the mobile network or the SIM card if the mobile device contains a SIM card configured for voice telephony and the emergency number 112 is dialled.

2.7.7 Phone numbers

Existing phone numbers (single numbers, multiple numbers, DDI) can be transferred to Business Communication with the approval of the current subscriber.

The phone numbers may be used for either Trunk or Hosted. The corresponding allocation of phone numbers to the Trunk channel or Hosted package takes place in the Customer Centre.



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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.

2.8 Service Level Agreement (SLA)

The "Special Conditions Service" establishes general principles of service quality and its measurement. The concrete scope of the Service Levels, such as target values, prices, etc., can be found on the website (www.swisscom.ch/smart-business-connect).

The Smart Business Connect services described below are deemed to be reference objects pursuant to the "Special Conditions Service" (managed objects).

- > Business Internet services
- > M2M wireline
- > Business Continuity Services

Service faults should be reported to the Partner. If - in exceptional cases - no partner is available, the Customer can contact Swisscom (service desk).

For each Service Level, the precise scope of whether a compensatory payment shall be due upon a target value not being attained is defined. The amount of compensation to be provided in such an event shall correspond to the monthly charge for the services used at the site (incl. subscribed options), to the exclusion of phone charges outside of the flat rate.

3. Obligations of the Customer

3.1 General

3.1.1 Smart Business Connect as an IP-based service

In Smart Business Connect the services are IP-based. A technical adjustment to the infrastructure may be necessary when switching. The customer shall be responsible for checking the extent to which this adjustment will affect services already purchased, particularly from third parties.

3.1.2 Information, bandwidth, access

The Customer must provide Swisscom or the Partner commissioned by the Customer with all the information required for activating and installing the Service and for remedying faults, and shall grant it access to the necessary documents, information and premises. 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. No charge may be levied to Swisscom in this regard. The Customer must obtain the necessary licences to run cables at its own expense.

The Customer is advised, as part of the project planning of a location, to check the available bandwidth of the connection together with the Partner and to select an offer which matches the expected usage behaviour. Otherwise the Customer must expect functional restrictions at the site in question or, if this is unacceptable, must arrange for the bandwidth to be upgraded.

3.1.3 Access data, passwords

The Customer shall bear full responsibility for the use of access data and passwords. The Customer shall take effective measures to prevent improper use. In particular, suitable passwords must be chosen, changed (or arranged to be changed) regularly and stored safely.

3.1.4 Protective measures

The Customer shall protect his/her infrastructure and data against unauthorised access by third parties. The Customer shall also initiate measures based on state-of-the-art technology to prevent unauthorised access to third-party systems and the spread of computer viruses. Should the in-house installation, PBX or other device of the Customer damage or jeopardise a service, a third party or systems of Swisscom or of a third party, Swisscom may terminate delivery of the service without prior notification and without compensation, remove the customer's device from the telephone network and file a claim for damages.

3.2 Business Communication Services

3.2.1 Devices

General information

Business Communication can only be operated using IP phones. Extended functions can be provided by operating a PBX together with Business Communication Trunk.



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IP phones, PBX systems

It is only permitted to deploy IP devices (e.g. IP-phones or IP-terminal adapter for e.g. analog devices) and PBX systems (hereinafter referred to as "devices") which have been recommended and/or released by Swisscom. The recommended IP phones are specially tailored to Business Communication.

IP PBX systems can only be integrated in the Business Communication network if the model in question has been tested, approved and released by Swisscom.

Deployment of non-recommended or unapproved devices

It is not permitted to use devices that have not been recommended or approved. Should the Customer nevertheless use non-recommended and/or unapproved devices or device configurations, Swisscom provides no guarantee that all Business Communication features will function faultlessly. If Swisscom is unable to provide support for the overall system, Swisscom reserves the right to suspend provision of its service without being required to issue prior notice of such and/or to terminate provision of Business Communication with immediate effect for good cause. The Customer shall be liable for any consequential damage.

3.2.2 Trunk

With regards to PBX, the customer signs a separate contract with the partner, which regulates installation and operation, both of which are the responsibility of the partner, among other things.

There are five different types of trunk:

SIP direct:

IP-PBX types are connected directly to Business Communication without technical equipment in between which affects the telephony part. The approved IP-PBX types can be found on the Swisscom Smart Business Connect website.

SIP to SIP:

IP-PBX types are connected by means of a suitable device (session border controller, SBC) via SIP to Business Communication. This device is the property of and may only be used by Swisscom. The approved IP-PBX types can be found on the Swisscom Smart Business Connect website.

SIP to ISDN:

ISDN-PBX types are connected by means of a suitable device (media gateway) via ISDN to Business Communication. This device is the property of and may only be used by Swisscom. The approved ISDN-PBX types can be found on the Swisscom Smart Business Connect website.

DCS Trunk SIP to SIP

IP-PBX types are operated as a software solution in the Swisscom Dynamic Computing Service (DCS) and connected to Business Communication. The connection is made via a Session Border Controller which Swisscom shall provide as a software solution in the network. The prerequisite for operating the DCS trunk is location connectivity via Business Network Solution (BNS). The allowed IP-PBX types are listed on the Swisscom Smart Business Connect website.

MS Teams Trunk

With Business Communication Services MS Teams Trunk, incoming and outgoing phone calls can be made directly from the Customer's Microsoft Teams client. The solution is based on Office 365, using the phone system as the PBX, direct routing to connect to the session border controller in the Swisscom data centre, and Business Communication Services MS Teams Trunk, which provides access to the public telephone network (PSTN).

3.2.3 Hosted

General information

The Business Communication devices are configured specifically for the present Service and are listed on the Swisscom website. Only these devices may be used for the Service.

Devices/firmware that may be used

The only versions of firmware that can be used are those that are available from and have been approved by Swisscom. The versions recommended are specially tailored to the Service. The Customer/Partner shall be notified of which devices and firmware versions are supported. These can be found on the website.

Deployment of non-recommended or unapproved devices/firmware

It is not permitted to use devices/firmware that have not been recommended or released. Should the Customer nevertheless use non-recommended and/or



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unapproved devices/firmware or configurations, there is an increased risk that Business Communication will function incorrectly or not at all. If Swisscom is unable to provide support for the overall system or if other customers are affected, Swisscom reserves the right to suspend provision of its service without being required to issue prior notice of such and/or to terminate provision of its service with immediate effect for good cause. The Customer shall be liable for any loss or damage arising out of and in connection with such.

3.2.4 Business Communication app/client

General information

The Business Communication app/client is only available with the Service set forth herein and can only be used with smartphone or PC.

Choice of correct mobile subscription

The Customer shall obtain information on which Swisscom mobile subscription is most suitable for his/her requirements. The Customer shall be notified of which subscriptions are suitable and supported. These can be found on the homepage.

Devices/software that may be used

The only versions of software that can be used are those that are available from and have been approved by Swisscom.

The software versions recommended are specially tailored to the Service. Swisscom develops the software for PCs and smartphones. In order to wake up the app from the energy saving mode and to ensure the availability for incoming calls, a network-based wake-up service ("push notification") from the respective app store operator is used. The Customer shall be notified of which devices and software versions are supported. These can be found on the homepage.

Use of non-recommended or released software

It is not permitted to use software that has not been recommended or approved. Should the Customer nevertheless use non-recommended and/or unapproved software or configurations, there is an increased risk that the Business Communication app/client will function incorrectly or not at all. If Swisscom is unable to provide support for the overall system or if other customers are affected, Swisscom reserves the right to suspend provision of its service without being required to issue prior notice of such and/or to terminate provision of its service with immediate effect for good cause. The

Customer shall be liable for any loss or damage arising out of and in connection with such.

US export regulations for Business Communication app/client

This software is subject to US export control rules and other US legislation and may not be exported, re-exported or transferred to certain countries (currently Cuba, Iran, North Korea, Sudan, Crimea region of Ukraine and Syria) or to persons or legal entities prohibited from receiving goods exported from the United States (including those on the (a) Denied Persons List and Entity List of the Bureau of Industry and Security and (b) list of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control).

3.2.5 Contractually-agreed use

A fair usage policy applies for Trunk and Hosted flat-rate services. Excessive or abusive usage of the voice channels covered by this contract is defined as follows:

- more than an average of 3,000 minutes total outgoing communication time per channel and month; or
- a proportion of the total communication time in third-party networks of more than 70% in one month; or
- more than 50% share of total communication time in mobile networks; or
- use of the service beyond the usual business requirements (e.g. resale, private use by employees, etc.); or
- use of the service for special applications (e.g. M2M wireline connections, permanent connections, etc.); or
- usage which is intended to derive advantage from the Swisscom services at the expense of or to the detriment of Swisscom.

If Swisscom is able to show that one or more of the above provisions has been or is about to be infringed, Swisscom shall clarify the matter with the Customer; the Customer shall provide Swisscom with all the information required for this purpose at the first request and shall assist in clarifying the reasons behind the excessive or abusive usage.

If the inquiries reveal that the service has been abused or used excessively, and is continuing to be so, Swisscom reserves the right, after giving appropriate advance notice, to discontinue the service for the original channels subjected to abusive or excessive use, or overall for all of the customer's channels.



3.3 Business Internet Services

3.3.1 Routers on Customer premises

For technical reasons, only routers approved by Swisscom may be used for the Service. These should be set up in a suitable location.

3.3.2 Fixed IP addresses

Prior to installation, the customer shall provide Swisscom with the necessary information relating to the use of the public IP addresses for RIPE (www.ripe.net) in accordance with the RIPE guideline.

3.4 M2M Wireline

For technical reasons, only routers approved by Swisscom may be used for the Service. These should be set up in a suitable location.

3.5 Service Level Agreement (SLA)

The obligations of the customer with regard to the SLA for the service are described in "Special Conditions Service".

4. Installation

4.1 General

The Service is installed free of charge by a Partner. This may be arranged through Swisscom. In certain cases, after consultation with Swisscom the installation may be carried out by customers themselves or free of charge by Swisscom.

4.2 Installation by the Customer or by a Partner commissioned by the Customer

On the basis of the order, Swisscom and the Partner shall seek clarification, initiate further tasks and put together the concrete offer. These clarifications (like the subsequent installation) require the Partner to be given access to the necessary information about the customer infrastructure. The customer shall consent that the Partner immediately (i.e. before the conclusion is actually concluded) is given "technical admin" status and thus the same access to the customer infrastructure (e.g. routers) or to the customer's configuration platform as Swisscom itself (inc. WLAN keys), for all of the customer's sites.

In the relationship between Swisscom and the Customer, the Customer bears responsibility for the correct technical installation of the Service on site. The Partner is not a Swisscom auxiliary partner, and Swisscom shall not enter into a simple partnership with it.

The Customer shall be responsible for coordinating the work with the Partner and shall bear all costs incurred by the Partner.

In the case of this type of installation, the Customer shall indicate in the order the required available-for-use date. The available-for-use date is the date from which the Customer is able to use the Service. The Customer shall be notified of this date in writing.

Swisscom shall endeavour to adhere to the available-for-use date. No guarantee is given in relation to this, however. Swisscom shall inform the Customer and the Partner as soon as the Service is available for use or is subject to delays.

4.3 Installation by Swisscom

Swisscom is commissioned by the Customer to carry out the installation on its behalf. Swisscom shall carry out the activities laid down in the installation order issued to Swisscom. This shall be drawn up in accordance with the Customer's requirements and the costs incurred communicated to the Customer.

In the case of this type of installation, the Customer shall indicate in the order the required installation date. The installation date shall be the date on which the Swisscom technician travels to the Customer's premises and commences with the work in question. This date shall not be construed to be the date of completion of all the work in question. The Customer shall be notified of the installation date in writing.

Any work that the Customer requires that is not included in the installation order must be requested in an additional order. As a rule, a new date must be agreed for the work in question. The Customer shall not be entitled to require that this additional order be carried out immediately after completion of the agreed installation order.

4.4 Activation date

Following receipt of the order, Swisscom shall notify the Customer and/or its commissioned Partner of the first possible activation date of Smart Business Connect. As from this date (activation date) the Service can be installed and activated on site. The activation date is independent of the date and time of initial effective operational use of the service or individual components thereof.

4.5 Programming of Business Communication

Following installation of the Service, the Customer/Partner may configure the Service via the Customer Centre.



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The Partner will be authorised by the Customer via the Customer Centre and may carry out the customer configuration accordingly.

The Customer or Partner will also select, download, install and register for the Business Communication app/client version. The Customer shall be responsible for carrying out the installation for the individual users. Swisscom shall not assume any costs incurred in connection with third parties.

4.6 Existing customers

In the case of all types of installation, migration to the Service will give rise to a noticeable interruption in Internet and telephony services, which may last some considerable time. In such a case, the Customer shall not be entitled to any claims for replacement or compensation from Swisscom

4.7 Implementation reservation

If, in spite of positive feasibility studies (on the part of the Customer, Partners of the Customer and Swisscom) and order confirmation, it is found during implementation that the Service cannot be established due to unforeseen technical reasons or disproportionately high costs, Swisscom and the Customer shall forego the conclusion of a contract and refrain from claiming damages or compensation from the other party. The same applies if Smart Business Connect cannot be implemented because the Customer or the appointed Partner has provided incorrect details.

5. Disruptions to operation and support

5.1 General

Swisscom normally transfers this contractual obligation to the Partner. The Customer therefore contacts the Partner for support. The Partner carries out the fault localisation.

The Customer shall conclude a separate contract with the Partner for support services outside Smart Business Connect (e.g. support for LAN or Dynamic Computing Services).

5.2 Faults

There is no charge for rectifying faults within the Swisscom infrastructure.

Faults outside the Swisscom infrastructure and in the LAN are not the responsibility of Swisscom. Should Swisscom's investigations reveal that a fault is located outside of the Swisscom network, e.g. in the Customer's infrastructure (in-house installation, PC, mobile, etc.),

the hotline can provide the details of a partner for further on-site support should the Customer so request.

If Swisscom is called in to rectify a fault where the cause is located outside of the Swisscom infrastructure, the costs may be charged to the Customer.

5.3 Faults due to inept handling of equipment provided by Swisscom

If a service is available only to a limited extent or not at all due to improper handling, Swisscom undertakes neither to guarantee nor to pay the costs arising from elimination of the fault.

5.4 Data processing in Switzerland and abroad

The data transmitted to Swisscom by the Customer (customer data) within the scope of the provision of services shall generally be processed by Swisscom in Switzerland. Data shall be processed only by third parties working on behalf of Swisscom and/or from abroad in accordance with the applicable provisions of the Swiss Telecommunication and Data Protection Act. Such processing may occur, for example, in instances where the data is processed by employees domiciled abroad (cross-border commuters) or while travelling, as well as in cases where data is handled by the maintenance divisions of foreign manufacturing companies.

Within the scope of this service, the following situations are concerned by such processing:

- Third level support from application manufacturers can access application data when support is provided abroad. This access is monitored by Swisscom.

If the transmission of customer data serves to fulfil a contractual obligation (e.g. roaming or the connection of foreign customer sites), the Customer itself will be responsible for ensuring compliance with the applicable data protection provisions.

6. Charges

6.1 General

Current prices (one-time and recurring charges) relating to the Service can be found at www.swisscom.ch/smart-business-connect. One-time charges include activation and installation charges. Recurring charges include subscription and usage fees.



Obligation to pay for the service starts on the day after activation date, which is also the start date for promotion calculations (temporary discounts). This applies even if effective operational usage of the service or individual components thereof commences at a later point in time. An exception may only apply if initial utilisation of the service is not possible for reasons within Swisscom's sphere of responsibility. If it is no longer possible to provide Smart Business Connect at the site due to deficiencies in the essential infrastructure, this shall not release the Customer from an obligation to pay. This shall also apply in the event that Swisscom has legitimately blocked essential services at the site in accordance with the provisions of the contract (for example, due to payment default) as well as during the notice period in the case of termination.

6.2 Information regarding usage fees

Separate rates apply in particular in connection with calls abroad, teleconferencing, business numbers (e.g. 09xx/08xx), short numbers, directory services including call forwarding and calls with cards.

When the Business Communication app/client is used, the normal charges for the Service apply. Additional charges may be incurred with roaming and the use of fee-based WLAN hotspots. Additional costs may also be incurred within Switzerland if an unsuitable mobile phone subscription is used. Such additional costs shall be charged to the mobile phone bill. Swisscom's website provides information as to which mobile phone subscriptions are suitable.

6.3 Noticeable cost trend

In the interest of protecting the Customer, Swisscom reserves the right to block access to the Business Communication app/client in the event of abnormal trends in the charges incurred by the customer. The blocking will only come into force if Swisscom is unable to make contact with the Customer, and can be revoked again by the Customer getting in touch with Swisscom in writing or by phone.

7. Confidentiality

Each party to the contract shall treat as confidential all information that is not publicly known or generally accessible. All legal obligations to disclose information shall apply.

Swisscom may use confidential information within the Swisscom Group and undertakes to ensure that any such information is treated confidentially within the Swisscom Group.

8. Conclusion of contract, minimum contract term and termination

8.1 Conclusion of contract, entry into force

The contract is concluded with the first usage by the customer and it comes into force with retroactive effect to the date of activation. The Customer is responsible in respect of Swisscom for ensuring that this first-time use is carried out by the Customer or a party authorised by the Customer.

8.2 Notice periods and minimum contract term

The Smart Business Connect services and the associated components and options may each have separate minimum subscription periods. Subject to specific provisions in the individual Smart Business Connect services, components and options, these may be terminated by either party subject to a notice period of two months to the end of a calendar month, at the earliest as of the end of the minimum contract term. In the event of premature termination of a Smart Business Connect service, component or option, the relevant charges due up to expiry of the minimum contract term shall be owed and become due for payment immediately.

The cancellation of a Smart Business Connect service shall automatically result in the removal of its components and the termination of the relevant subscription options, and shall likewise trigger the obligation for payment of the relevant charges due up to expiry of the minimum contract term, where such a minimum term exists and has not been complied with.

In the event of a change within the service portfolio, the existing minimum contract term shall be transferred to the new service.

9. Changes to and discontinuation of the Service

Swisscom shall notify customers of any substantial changes to Smart Business Connect functions or prices at least 60 days in advance. If such changes are significantly to the detriment of the customer, the latter may prematurely cancel the service concerned before the changes become effective without suffering any financial consequences.

Further changes and additions to the special conditions or to the terms and conditions of the offer may be made at any time and the current terms and conditions may be viewed at www.swisscom.ch/smart-business-connect.

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