



Conditions of transfer

1. Swisscom will decide whether the person/company intended to take over the contract(s) can be accepted as a customer and whether to enter into a contractual relationship with them. Should Swisscom be unwilling to enter into a contractual relationship and transfer the contract(s) to the intended person/company, the persons specified above will be informed individually. Otherwise, the contract shall be deemed as transferred and concluded.
2. Should the intended person/company be unable to accept the transfer of the contract(s), the contract(s) of the existing customer will continue unchanged.
3. Upon transfer of the contract(s), the transferee enters into the following contractual relationship with Swisscom: Unless expressly agreed otherwise, the transferee shall take over the minimum contract period, the renewal period, and the period during which the subscription is subject to fees for any changes. Unless the contract is terminated in writing at the end of the minimum contract period or the renewal period, it will continue indefinitely. The termination notice in all cases is 60 days. If Swisscom agrees to premature termination by the customer, the latter must pay the monthly charges up to the end of the minimum contract period or the renewal period. The same applies if Swisscom terminates the contract due to a default of payment or other breach of contract by the customer. During the minimum contract period or the renewal period, the subscription type cannot be changed by the customer, or can only be changed for a fee set by Swisscom. Swisscom may publish these at www.swisscom.ch/b2b-legal.
4. The transferee will take over the services (including the subscription type) from the existing holder. Services and subscription types not intended for the customer segment to which the new holder of the number belongs cannot be transferred without a special agreement with the new contract holder.
5. The transferee has a duty towards Swisscom to obtain the consent of the existing holder (whether this is the person specified above or their legal successor). By signing below, they confirm that the existing holder has provided the appropriate consent. Swisscom is entitled, but not obliged, to verify that this consent has been obtained. It may refuse the transfer if there are reasonable grounds to suspect that this is not the case. If the existing holder disputes the granting of this consent for any reason, Swisscom shall assume that it has not been granted. In such cases, Swisscom has the right to refuse the transfer or to reverse it immediately without being required to compensate the transferee. The transferee shall be liable to Swisscom for all damages resulting from the failure to obtain consent. In particular, such damages constitute payments made by Swisscom to the existing holder in connection with the transfer, as well as its administrative expenses.
6. The existing holder is obliged to pay all invoices belonging to the aforementioned contract(s) for the period before the transfer. They are also obliged to pay any invoices received after this point for services that they have used.
7. The transferee is liable towards Swisscom for use of the services from the transfer date confirmed by Swisscom, as well as for all fixed and variable costs incurred from the transfer date. The existing and new contract holder shall inform any affected third parties of the transfer of the contract(s) (e.g. telephone numbers) at their own expense. Swisscom assumes no liability that may arise from the transfer of the contract(s).



Special Provisions for Smart Business Connect

1. Swisscom and the partner will initiate tasks on the basis of this transfer request. These tasks will require the partner to be given access to the necessary information and the customer infrastructure.
2. In the event of a change of partner, the new partner is granted access by way of confirmation of the transfer. The existing partner will no longer have access upon completion of the transfer. The existing holder and new holder are responsible for coordinating their partners and the respective tasks. Swisscom assumes no liability for damages that may result from overlapping tasks.
3. The purchase of Smart Business Connect may result in the customer no longer being able to use all services that they previously obtained from third-party providers or Swisscom. The customer shall contact the partner to check which services it no longer provides.
4. The Customer agrees
 - That the Swisscom partner is assigned the status 'Technical Admin Smart Business Connect' immediately (i.e. before the actual transfer/conclusion of the contract) and can thereby access the customer's infrastructure (e.g. Swisscom router) or the customer's configuration platform in the same way as Swisscom (incl. WLAN key) for all customer locations.
 - That, if the contract is not concluded, the customer shall pay Swisscom for the work carried out by Swisscom and the partner, or a minimum fee of CHF 500.
 - That residential customers can only benefit from Business Internet Services without Business Network Solutions options or M2M Wireline connections. If a residential customer wants to use Business Communication Services or Business Networks Solutions, they will be transferred to the SME customer segment. In such case, they will no longer be entitled to any promotions or discounts for residential customers.
 - That the purchase of Smart Business Connect may lead to the customer no longer being able to use services that are currently obtained from third-party providers or Swisscom.