

1 Subject

- Swisscom (Switzerland) Ltd (hereinafter referred to as “Swisscom”) provides its business customers (“Customer”) with individual dashboard functionalities and a portal in “My Swisscom Business”, which, taking into account user rights, enables access to product or service-related applications/eServices (hereinafter referred to as “Applications”). The entirety of this portal as well as the functionalities and eServices is hereinafter referred to as “My Swisscom Business”.
- These terms and conditions of use govern the provision of Swisscom Business by Swisscom and the access and use of My Swisscom Business by the Customer. In this respect, they take precedence over any other contractual provisions between the Customer and Swisscom. Otherwise, the corresponding agreements between the Customer and Swisscom apply to Swisscom products and services.
- The scope of the services of the individual eServices is based on the provisions agreed with the Customer in the respective individual contract or the information on My Swisscom Business itself.
- By means of a corresponding reference, the terms and conditions of use may also be declared applicable to other online portals/services of Swisscom.

2 Provisioning, access and authentication

2.1 General

- My Swisscom Business is made available to the Customer by Swisscom primarily as an online portal for orders, administration and configuration of certain services that Swisscom provides to the Customer in accordance with separate agreements. Some services require the use of My Swisscom Business.
- Swisscom may engage auxiliaries (in particular subcontractors) in Switzerland and abroad. It is responsible for the behaviour of its auxiliaries as well as for its own behaviour.
- My Swisscom Business is used by the employees or other auxiliaries of the Customer. Authentication is required to access My Swisscom Business. Authentication is performed by entering the user ID and other authentication elements (especially the password). Swisscom may supplement or change the authentication procedures at any time. In particular, additional or other levels of security appropriate to the state of the art may be introduced, such as SMS tokens, Mobile ID, secure apps, etc.
- By using the access, the Customer accepts the terms and conditions of use of My Swisscom Business.
- Anyone who has authenticated their identity to Swisscom is deemed to be authorised to use My Swisscom Business.
- If the Customer’s access to My Swisscom Business is no longer actively used by the Customer’s administrator, or if the Customer no longer obtains services from Swisscom that require the use of My Swisscom Business, Swisscom is entitled to permanently deactivate the Customer’s access after notifying the Customer’s administrator in advance and setting a reasonable period for response.

2.2 Administrator and authorised persons

- The Customer shall appoint one or more persons to administer My Swisscom Business on the customer side (administrator). Irrespective of the internal regulations or circumstances of the Customer and commercial register entries, Swisscom may assume, without further proof of authority, that the administrator appointed by the Customer is authorised to act for the Customer (apparent authority). Swisscom is entitled, but not obliged, to demand further powers of attorney from the Customer for the use of My Swisscom Business or individual eServices.
- The administrator may legally represent the Customer within the scope of the functions provided on My Swisscom Business, namely order or cancel certain services, change configurations or inspect data of the Customer and/or its auxiliaries. The administrator is responsible for the administration and assignment of rights to other auxiliaries of the Customer. The administrator can also directly instruct Swisscom to register additional administrators. He/she specifies the scope in which these authorised representatives are authorised to use the functions in My Swisscom Business. Administration is done via the user administration of My Swisscom Business.
- By separate agreement, the use of My Swisscom Business and certain applications by the Customer’s users can be enabled automatically via the Customer’s Active Directory. For certain applications, individual release procedures agreed with the Customer are also possible.
- Any person disclosed to Swisscom in this way shall be deemed to be authorised and entitled to use My Swisscom Business as long as he or she is not blocked by the administrator or by Swisscom in accordance with Section 2.3. This shall apply irrespective of any internal regulations or relationships of the Customer or entries to the contrary in the commercial register. The Customer acknowledges without reservation that all information, orders, messages etc. which it sends to Swisscom via My

- Swisscom Business are deemed to have been written and authorised by it or by authorised users.
- The Customer is not permitted to set up impersonal or technical accounts (accesses) to My Swisscom Business; Swisscom is entitled to block and/or delete such accounts at any time and without prior notice.

2.3 Blocking option

- Swisscom reserves the right to permanently or temporarily block the Customer’s or individual users’ access to My Swisscom Business or to individual or several eServices at any time without notice, without stating reasons and without being liable to pay compensation if doing so appears to be appropriate for objective reasons. It will inform the Customer immediately if any block is imposed.
- The Customer can independently block the access of its users to My Swisscom Business at any time through its administrator.
- The Customer can have the administrator’s access blocked by calling 0800 800 900 or by contacting its service or account manager at Swisscom. Swisscom will implement the block as quickly as possible after accepting the blocking request during normal working hours. The Customer can have the block lifted by writing by persons with signatory authority.

3 Obligations of the Customer

3.1 Technical requirements

The Customer is responsible for providing the technical requirements (including hardware and software) for access to My Swisscom Business. A device with an Internet connection and an up-to-date Internet browser is required. The use of “cookies” must be permitted. Further system requirements can be brought to the Customer’s attention in the My Swisscom Business. The Customer acknowledges that the technical requirements may change at any time.

3.2 Duty of care

- The Customer is responsible to Swisscom for any use of its access rights, either by its users or by the Customer itself, as well as for the content of the information which it allows its users to transmit or process via Swisscom.
- The Customer is obliged to ensure that the authentication elements are kept secret and protected against misuse by unauthorised persons. In particular, it is recommended to change the password immediately after the first delivery and not to record or store it unprotected after making the change. The Customer shall bear all risks arising from the disclosure of its authentication elements, unless it proves that Swisscom or its auxiliaries or third parties involved are at fault.
- In case of loss, misuse or suspicion of misuse of an authentication element, the user in question must first contact the administrator. The administrator must take the necessary measures and change the relevant authentication elements without delay. In exceptional cases, the loss may be reported to Swisscom in writing. In such cases, Swisscom may set up a block in accordance with Section 2.3 until revoked in writing by the Customer.

4 Security

- Swisscom uses appropriate and state-of-the-art security tools for the development and operation of My Swisscom Business. The Customer acknowledges that despite Swisscom’s reasonable efforts, the application of due diligence and the use of modern techniques and security standards, it is not possible to guarantee the absolute security of the systems and procedures used. Against this background, Swisscom draws particular attention to the following risks:
- When using My Swisscom Business, there is a potential risk that third parties may gain access to the Customer’s terminal equipment without being noticed during use.
- Insufficient knowledge of the system and inadequate security precautions on the Customer’s end devices may facilitate such access by third parties. It is the Customer’s responsibility to inform itself in detail at all times about the necessary safety precautions.
- Furthermore, there is a risk that viruses, Trojans etc. will be implemented on the end devices unnoticed when using the Internet. In this regard, Swisscom recommends the use of state-of-the-art technical aids (firewalls, virus scanners etc.). The Customer is responsible for suitable measures to protect against such dangers.

5 Availability and warranty

- The contractual warranty provisions agreed between the Customer and Swisscom, if any, shall apply to the provision of services by Swisscom within the scope of the individual products and services themselves.
- Swisscom does not guarantee the availability and absence of faults of My Swisscom Business. In the event of a full or partial failure of My

Swisscom Business, the Customer can usually fall back on other customer channels (Service Desk, Account/Service Manager etc.). A failure or interruption of My Swisscom Business does not entitle the Customer to claim compensation of any kind (namely claims for damages, penalties and/or price reductions).

- ³ Swisscom is entitled to interrupt My Swisscom Business at its own discretion at any time and without resulting compensation if it justifiably considers such action to be necessary, e.g. due to faults, risk of misuse, maintenance requirement, further technical development, etc. Expected interruptions will be announced to the Customer in advance where possible.

6 Exclusion of warranty and liability

- ⁴ For breaches of contract by Swisscom within the scope of the individual products and services themselves which can be managed/configured/viewed via My Swisscom Business, the contractual liability provisions agreed between the Customer and Swisscom in this regard shall apply.
- ⁵ Swisscom endeavours to provide up-to-date and accurate information in My Swisscom Business and a high level of availability during normal business hours. However, Swisscom gives no guarantee, either explicit or implicit, nor is it liable for the correctness, completeness, timeliness and accuracy of the information made available via My Swisscom Business; the use of which is at the sole risk of the Customer.
- ⁶ In the event of a breach of Swisscom's obligations under these terms and conditions of use itself, Swisscom shall be liable for the proven damage as follows unless it proves that it is not at fault. Swisscom shall bear unlimited liability for damage caused intentionally or by gross negligence; in addition, Swisscom shall bear unlimited liability for personal injury and all other damage up to 100% of the binding contractually agreed annual remuneration for the provision of My Swisscom Business per loss event and calendar year. Under no circumstances shall Swisscom be liable for indirect or consequential damage, in particular loss of profit, unrealised savings, useless expenditures, loss of data or damage to reputation, as well as claims from third parties.

7 Data protection

- ¹ Swisscom processes personal data relating to employees and other auxiliaries of the Customer within the scope of registering for and using My Swisscom Business. This includes, for example, name, postal/e-mail/IP address, telephone number, profession/function, means of identification, etc. Swisscom processes this personal data on its own systems under joint responsibility with the Customer and using appropriate technical and organisational measures to protect the data for the purposes of processing the contract and maintaining the contractual relationship (e.g. communication, access control, technical notifications, orders, invoicing, satisfaction analyses, information about new products etc.).
- ² Swisscom also processes data from employees and other auxiliaries of the Customer on the use of My Swisscom Business (such as e.g. time, duration and frequency of use, name of the page accessed, the IP address and operating system of the user's computer or mobile device, content of the shopping basket, clicks on content and the way in which eServices are used) for the purposes of quality assurance, product development and for tailor-made offers. Swisscom will inform the Customer in advance via My Swisscom Business of any other purposes for which the data is processed. In accordance with data protection law, the Customer has the following options for consenting to or rejecting certain types of data processing.
- ³ Swisscom shall comply with the Swiss Data Protection Act when processing the personal data of employees and other auxiliaries of the Customer (in particular when using commissioned data processors and transferring data abroad). The Customer shall inform its employees and other auxiliaries about the processing by Swisscom, shall be the first point of contact for their data subject rights and shall comply with its reporting and notification obligations vis-à-vis the supervisory authority and the persons affected by a breach. The parties shall inform each other in this respect and shall coordinate their actions. In the internal relationship, the parties shall only be liable for damage caused by their own acts or omissions.
- ⁴ My Swisscom Business gives the Customer access to the personal data belonging to its employees and other auxiliaries. The use of this data in accordance with the law, the recommendations of the Federal Data Protection and Information Commissioner (FDPIC) and the Customer's internal instructions is the sole responsibility of the Customer.
- ⁵ Furthermore, depending on the service Swisscom only processes personal data on behalf of the Customer. Personal data of this nature entrusted to Swisscom by the Customer shall be processed by Swisscom exclusively for fulfilling the purpose of the contract and in accordance with the Data Processing Agreement (available at

<https://www.swisscom.ch/b2b-legal>). Specific data processing requirements agreed in the individual contracts (e.g. geographical restrictions, personal security checks, disclosure to third parties) apply exclusively in the area of contract data processing.

- ⁶ The Customer acknowledges that when My Swisscom Business is accessed via the Internet, data (including encrypted data) is transmitted regularly and unregulated across borders. This also applies if the data is accessed from within Switzerland.
- ⁷ The Customer undertakes not to provide any data in the My Swisscom Business which is protected by special laws or to which access from abroad is not permitted (namely bank customer data etc.).
- ⁸ Swisscom uses tracking and analysis tools from third-party providers in the My Swisscom Business. The data collected through the use of these technologies and tools is transmitted to servers belonging to the third-party providers, which may also be located abroad depending on the provider. This data is transmitted by shortening the IP addresses, which prevents the individual end devices from being identified.
- ⁹ The cookies, tracking and analysis tools used can be deleted or blocked using the functions in the browser of the device. However, this may result in some information not being displayed or functions not being used or not being used properly.
- ¹⁰ A list of the tools and technologies used, with details of the providers, the purpose of the respective tools and further options for preventing their use is linked on the My Swisscom Business homepage.
- ¹¹ As a consequence of the permanent deactivation of access and in the absence of any express agreement to the contrary, Swisscom will delete the Customer's data in My Swisscom Business (including the access itself), provided that there are no justified reasons on the part of Swisscom to the contrary, such as, in particular, statutory archiving obligations applicable to Swisscom or in the interests of preserving evidence.

8 Intellectual property rights

- ¹ All rights to the elements of My Swisscom Business (copyright, patent right, design right etc.) shall remain the property of Swisscom or the authorised third parties.
- ² The elements may only be used by the Customer within the framework of the use by My Swisscom Business. Accessing and using My Swisscom Business does not grant any rights to use the elements beyond this.

9 Other provisions

- ¹ The Customer acknowledges that the use of My Swisscom Business from abroad may under certain circumstances violate the foreign law. The Customer is responsible for informing itself about this with due diligence. Swisscom shall accept no liability in this regard. Furthermore, the Customer acknowledges that there may be import and export restrictions for encryption algorithms, and observes these accordingly.
- ² The information displayed in the My Swisscom Business does not constitute a binding offer unless it is expressly marked as such.
- ³ Swisscom reserves the right to amend these terms and conditions of use at any time and to publish them via My Swisscom Business. They are deemed as approved when My Swisscom Business is next used.
- ⁴ The contractual relationship between the parties, including the use of My Swisscom Business and the eServices, is governed exclusively by Swiss law. The Parties declare that the conflict-of-laws rules pertaining to international private law and the United Nations Convention on Contracts for the International Sale of Goods, dated 11 April 1980, shall not apply.
- ⁵ The sole place of jurisdiction for any disputes arising from or in connection with this contractual relationship between the Parties shall be Berne.