

## Terms and conditions of use – Mobile ID

### 1 General

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Mobile ID is a service offered by various Swiss mobile network service providers to their clients using technology provided and operated by Swisscom (hereinafter 'Mobile ID').

These terms and conditions of use for the use of Mobile ID apply exclusively to the relationship between you and the mobile network service provider that supplies the SIM card for the mobile phone you are using in accordance with the mobile telephone contract (hereinafter your 'Mobile Network Service Provider').

For the services that you use of a service provider utilising Mobile ID (e.g. as a means of identification when registering for a secure access of your service provider), a contract is formed exclusively between you and that service provider.

On using Mobile ID for the first time as the owner of the connection or as the sole authorised user of the connection, you confirm that you are familiar with the rights and obligations according to these terms and conditions of use, that you agree to them and that you will comply with all obligations.

### 2 Functioning of Mobile ID

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Mobile ID enables you to authorise a declaration of intention, for example to approve the transfer of a specific amount from your account to another account in the course of using your e-banking platform or your e-banking app on your mobile phone. As part of this process, you will receive a request from the service provider on your end-user device in the form of a text message. You can authorise the transaction by entering your Mobile ID PIN. Mobile ID also enables authentication in the applications of service providers affiliated with Mobile ID. In these instances, Mobile ID is a means for you to register with service providers' applications or to complete your login there (at least in part). For this purpose, you will receive a request from the service provider on your end-user device in the form of a text message. You can confirm or reject the request by entering your Mobile ID PIN.

Example: If your bank (service provider) uses Mobile ID for access to its e-banking platform, it can cause a request to be sent to your mobile telephone number via a secure transmission (e.g. "Do you want to log in to e-banking?") and you can enter your Mobile ID PIN to confirm the request. In the event that you have not tried to log in to your e-banking, you will naturally refuse to enter the Mobile ID PIN. If the request is not answered validly within three minutes at most, it is deemed to be refused. As soon as you enter the Mobile ID PIN correctly, the message is electronically signed with a cryptographic key stored on the SIM card and your bank receives confirmation via encrypted transmission that the

answer was sent from the authorised mobile telephone number (the service provider can check the signed message with the public cryptographic key). In this way, your bank is able to assume that the answer was provided by the right person and will grant you access to the e-banking platform – you are then successfully logged in.

### 3 Services

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#### 3.1 General

Your Mobile Network Service Provider will offer you a newer type of SIM card with expanded security functions for using Mobile ID. Your Mobile Network Service Provider will advise you whether your existing SIM card is suitable for Mobile ID. If it is necessary to exchange your SIM card, your Mobile Network Service Provider will supply an appropriate SIM card to replace the existing SIM card. If you have a multi-SIM option (several SIM cards with the same telephone number), you will only be able to make use of Mobile ID when using your main SIM card.

#### 3.2 Support services

Support services for Mobile ID are provided online (e.g. in the form of forums or FAQs) and also over the phone using your Mobile Network Service Provider's hotline. You will find the relevant numbers on your Mobile Network Service Provider's website.

If you have forgotten your Mobile ID PIN, you can use the Mobile ID online portal, [www.mobileid.ch](http://www.mobileid.ch), where self-help tools are available for resetting your Mobile ID PIN.

#### 3.3 Exchange of SIM cards due to modifications and new developments

Your Mobile Network Service Provider will offer you a new SIM card if modifications and further developments in Mobile ID require a new SIM card to allow you keep using Mobile ID (see item 7 for the costs).

#### 3.4 Availability

The use of Mobile ID is only possible if the device and system conditions (see item 5) are met on a permanent basis. Your Mobile Network Service Provider endeavours to make Mobile ID available with no interruptions. However, your Mobile Network Service Provider does not assume any liability for the constant availability of Mobile ID. Your Mobile Network Service Provider can temporarily restrict availability if this is necessary with respect to capacity limits or the security or integrity of the server, for example, or to carry out technical maintenance or repair measures for the purpose of proper or better service delivery (maintenance work). Your Mobile Network Service Provider will endeavour to consider the interests of Mobile ID users when this occurs.

### 4 Your obligations

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#### 4.1 Activation

Mobile ID must be activated before being used for the first time. During the activation process, you define a Mobile ID PIN (Personal Identification Number) known only to you with which you can subsequently use Mobile ID and also a recovery code (see item 4.3).

#### 4.2 Compliance with intended use

The intended use of Mobile ID is set out in the contract you have with the relevant service provider.

Outside Switzerland, you must comply with any local regulations associated with the use of services such as Mobile ID.

#### 4.3 Duty of care

As a user of Mobile ID, your knowledge of the Mobile ID PIN and your possession of the SIM card constitute security features that it is your responsibility to protect:

You are responsible for protecting your Mobile ID PIN, in particular for choosing a secure Mobile ID PIN, and also for protecting it from access by third parties. The Mobile ID PIN must be kept strictly confidential and may not be disclosed to other people under any circumstances (including your service provider or your Mobile Network Service Provider once the PIN has been activated). In particular, the Mobile ID PIN may not be recorded either on or in the end-user device or stored together with the latter or made accessible in any other way. In order to ensure that the Mobile ID is not misused, no trivial or common combinations (e.g. "123456") or other number combinations that may be deduced with minimal effort – such as telephone number, date of birth, car registration – may be chosen when selecting the Mobile ID PIN. If you know, or have grounds to suspect, that a third party is aware of your Mobile ID PIN, you must immediately reset your Mobile ID PIN with the self-help tools provided on the Mobile ID online portal, [www.mobileid.ch](http://www.mobileid.ch). For resetting your Mobile ID PIN, you will either be asked to create a reset code during activation, or you can create one for the first time or reset it at any time on the Mobile ID online portal, [www.mobileid.ch](http://www.mobileid.ch). If you know, or have grounds to suspect, that a third party is aware of your reset code, you must set a new one immediately. The requirements for choosing a secure reset code and also for protecting that code from access by third parties are the same as the requirements that apply to choosing the Mobile ID PIN described at the start of this paragraph.

You are also responsible for the use of your end-user device, including the SIM card. It must be an end-user device that is only available for your use. As long as you want to use Mobile ID, you are prohibited from giving third parties access to the end-user device or the SIM card. In the event of loss or theft of the SIM card or the end-user device including the SIM card, or if you have to assume or know that unauthorised third parties have obtained control of your SIM card, you must have the SIM card blocked without delay by your

Mobile Network Service Provider. As soon as your SIM card is blocked, Mobile ID will no longer be available to you and will need to be re-activated. The software on the end-user device must be kept up to date. In particular, the updates made available by the manufacturer (updates, upgrades, service packs, hotfixes, etc.) must be installed. The end-user device must be used appropriately and in accordance with the terms of the manufacturer's contract. You assume all the risks that are more likely or caused by modifying or replacing the device software installed by the device manufacturer (e.g. through a "jail break" or other software that breaches the terms of use specified by the manufacturer). You undertake only to install software (in particular apps) from trusted sources on your end-user device.

## 5 Device and system requirements

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Using Mobile ID requires an active connection to the telephony and SMS services in your Mobile Network Service Provider's network. If the contract that gives you access to the mobile network is blocked or terminated, it will no longer be possible to use Mobile ID.

You acknowledge that Mobile ID does not function, only functions in a limited fashion or only functions with certain device software, on some devices due to lack of support for functions by a number of device manufacturers.

## 6 Price

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The use of Mobile ID is free of charge for you.

Any costs that may be incurred for a new SIM card will be specified by your Mobile Network Service Provider.

Whether your service provider demands a fee for providing services with Mobile ID depends on your contract with your service provider – your Mobile Network Service Provider has no influence on this.

## 7 Handling of your data

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The protection of your data is an important concern. Your personal data is always kept confidential and handled in compliance with statutory data privacy requirements. Only the data required in order to provide Mobile ID is processed.

You can find out how your Mobile Network Service Provider processes your data and what options you have for influencing this processing from the privacy policy on your Mobile Network Service Provider's website.

To provide Mobile ID, the following data relating to you is processed:

- Your Mobile Network Service Provider and Swisscom as the technical operator of Mobile ID require your telephone number to be stated as well as the number stored on your SIM card for International Mobile

Subscriber Identity (IMSI) when activating Mobile ID. This information is linked with the details already available about the relevant telephone number by your Mobile Network Service Provider.

- You yourself disclose to your service provider the telephone number (Mobile Subscriber Integrated Services Digital Network Number, MSISDN) with which you would like to make use of Mobile ID. The data protection provisions covering this are determined by the contract you have with your Mobile Network Service Provider. For every Mobile ID request (which you yourself trigger by using the service provider's service), your service provider transmits your telephone number as well as the request described above in item 2 to Swisscom as the technical provider of Mobile ID. This data is linked with the data made available by your Mobile Network Service Provider in connection with Mobile ID to allow you to be sent your service provider's request.
- You receive an encrypted SMS from Mobile ID via your Mobile Network Service Provider. That SMS transmits your service provider's request.
- If you reject the request or leave it unanswered, this is recorded by Mobile ID and communicated to the requesting service provider.
- If you confirm the request by entering your Mobile ID PIN, the message is electrically signed on your SIM card. This signed message goes back to Swisscom via your Mobile Network Service Provider through a secure connection.
- Swisscom transmits this signed text message, together with the public key, to your service provider via a secure connection so that your service provider sees the request was confirmed from the SIM card of your telephone number.
- If you use a service that is only available on a restricted basis or is not offered at all according to your contract with your service provider depending on the country in which you are currently residing (geolocation), Mobile ID transmits the country (Country Code) and the chosen mobile telephone provider (Network Code) of the mobile network currently being used.

All your personal data that could be required in order to defend your Mobile Network Service Provider or Swisscom (as the technical operator) against any claims for damages is retained for any possible limitation period, which is usually 10 years.

Your Mobile ID PIN is securely stored on your SIM card.

If you do not agree to this data processing, you are not permitted to use Mobile ID.

## **8 Liability and force majeure**

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In the event of breaches of contract, your Mobile Network Service Provider is liable for proven damage insofar as the latter does not prove that it is not at fault. Liability for damages as a result of minor negligence is excluded. The liability of your Mobile Network Service Provider for consequential damages, lost profits, data losses and damages as a consequence of downloads is excluded to the extent legally permitted. Nor is the latter liable for damages as a result of your use of Mobile ID in breach of the law or the contract.

Your Mobile Network Service Provider is not liable if the delivery of the service is temporarily interrupted, completely or partly restricted or impossible due to force majeure.

## **9 Changes**

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Your Mobile Network Service Provider can change Mobile ID and the terms of use at any time. Changes to the terms of use and the date they come into effect will be communicated to you in an appropriate manner (e.g. via SMS). You can refuse to accept the new conditions by waiving the use of the SIM app/Mobile ID in accordance with these terms of use from the time they start to apply. If you continue to use the SIM app/Mobile ID after the date they come into effect, this is deemed to be an acceptance of the changed conditions.

## **10 Entry into force, term and termination**

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The contractual relationship according to these terms of use is established upon the activation of Mobile ID for the mobile telephone number you use and continues for an indefinite period.

Your Mobile Network Service Provider is entitled to terminate the contractual relationship at any time without giving reasons.

You can waive the use of Mobile ID at any time. If you want to completely block Mobile ID for the SIM card you use, please apply to change your SIM card using your Mobile Network Service Provider's hotline and destroy any records of the recovery code that may exist.

## **11 Applicable law / place of jurisdiction**

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All legal relationships in connection with these terms of use are subject to Swiss law.

In the event of conflict, we will endeavour to settle the dispute amicably. Unless another place of jurisdiction is prescribed by law – in particular for consumers under Articles 32 and 35 of the Swiss Civil Procedure Code – the place of jurisdiction is that of the registered office of your Mobile Network Service Provider in Switzerland.

## **12 How you can contact us**

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If you have any questions in relation to service delivery in accordance with these terms and conditions of use, you can obtain information on the Mobile ID online portal, [www.mobileid.ch](http://www.mobileid.ch), or by contacting your Mobile Network Service Provider on their customer hotline.