



swisscom

Mobile Aid Business

Framework conditions

Swisscom (Switzerland) Ltd



1 Object and applicability of these framework conditions

Through Mobile Aid Business, Swisscom provides companies in Switzerland (referred to as “customers” for the purposes of this document) with collection containers (Mobile Aid Boxes) upon request at their locations in Switzerland for a limited duration for the collection of mobile devices that are no longer used so they can be disposed of or reclaimed by Swisscom and third parties. Any profits from disposal and reclamation are donated to the foundation SOS Children’s Villages Switzerland.

Utilisation of the Mobile Aid Business service from Swisscom directly renders these frameworks conditions alone applicable. They are sent to the customer as a result of their request and are published on the Internet¹; additional or deviating conditions of the customer are excluded and have no effect on this legal relationship.

2 Services and responsibilities

2.1 Customer requests/definition of collection

The customer writes to Swisscom to request participation. Swisscom clarifies details of the collection campaign with the customer and decides at its own sole discretion whether the customer may take part. Mobile Aid collection boxes are delivered only if Swisscom confirms participation.

2.2 Mobile Aid collection boxes

Swisscom provides the customer with a collection box (Mobile Aid Box) at the location in Switzerland designated by them for a time period agreed in the individual case and shown on the delivery confirmation. At the customer’s request, several Mobile Aid Boxes can be provided at one location, or Mobile Aid Boxes can be provided at several of the customer’s locations in Switzerland. Mobile Aid Boxes are 95 cm high, 37 cm long and 37 cm wide. The Mobile Aid Boxes are predominantly made from wood.

2.3 Communication/marketing

Swisscom provides the customer with communication media (flyers, videos, images and collection bags in German, French, Italian or English) for its collection campaign. Communication measures taken by the customer in connection with the campaign must be discussed with Swisscom in advance. The use of any co-branding requires prior and express consent from Swisscom and the SOS Children’s Villages Switzerland foundation.

2.4 Provision and transport of Mobile Aid Boxes

Swisscom is responsible for the delivery and collection of the Mobile Aid Boxes at the start and end of the agreed period at the respective customer location designated in advance. The customer is not charged any costs for provision and transport.

2.5 Realisation of collection by the customer, supervision

Collection itself, namely the monitoring and security of the Mobile Aid Boxes and their contents from delivery of the boxes to their collection, is the sole responsibility of the customer. The customer should position the Mobile Aid Boxes solely in supervised, indoor areas on their premises (e.g. in the reception area). If supervision of the Mobile Aid Boxes cannot be guaranteed (e.g. at night), the customer should ensure that the Mobile Aid Boxes are stored in a secure, lockable space during the unsupervised period. The Mobile Aid Boxes are fitted with a combination lock in the workshop to protect against simple spontaneous attacks.

2.6 Deletion of data; disposal or reclamation

The deletion of any data from the mobile devices is initially the responsibility of the users who deposit their devices in a Mobile Aid Box. When a device is deposited in a Mobile Aid Box, any pre-existing ownership of it is considered to be relinquished permanently. Swisscom strongly recommends and requires that devices be returned to factory settings before being deposited in a box and that all user data be deleted and data carriers (e.g. memory cards) removed. The devices that are collected are then handed over to the social enterprise Réalise for the purposes of disposal or reconfiguration and resale. During the triage process for reclamation, reusable devices are reset, and user data that is found in the context of typical due diligence is deleted.

2.7 Results of the collection campaign

The devices collected are counted by the Swisscom logistics partner, and the result is shared with the customer. The remaining profit from Mobile Aid Business after disposal and any resale of the devices collected is periodically transferred to the SOS Children’s Villages Switzerland foundation. Swisscom provides its own services (excl. the services of third parties involved) free of charge in the context of Mobile Aid Business.

3 Legal terms

The liability of the parties for negligence is excluded to the extent legally permissible.

Swisscom may appoint third parties (particularly subcontractors) for the fulfilment of its obligations. The place of jurisdiction agreed for any disputes arising from this legal relationship is the ordinary courts in Bern (Switzerland). However, Swisscom may also prosecute the customer at its domicile.

¹ <http://www.swisscom.ch/>