

1. General

The «Special Conditions Internet Business Customers» of Swisscom (Switzerland) Ltd («Swisscom») are valid for the area of Internet service provision and supplement the «Swisscom General Terms and Conditions for Business Customers» («GTCs»), which may be downloaded at www.swisscom.ch/b2b-legal.

2. Performances by Swisscom

2.1. Internet access

Swisscom's Internet service allows the customer to access the Internet. **Swisscom cannot guarantee a minimum bandwidth. The transmission speeds specified refer to optimal performance and cannot be guaranteed.** Restrictions may occur depending on the length of the copper line between the telephone line and local exchange, and on the quality of the copper lines. If other services are used on the fixed network connection, this can also lead to restrictions in bandwidth. Furthermore, **Swisscom cannot guarantee that information exchanged via the Internet (e.g. e-mails) will be delivered to customers or their recipients.**

2.2. Internet Guard

When surfing Swisscom's network, Internet Guard warns users about accessing dangerous websites (sites with malware such as viruses, Trojan horses, worms etc.) and fraudulent websites (particularly phishing). No warning is given about websites containing unlawful or other potentially sensitive content.

Internet Guard compares the website in question with several databases that list dangerous websites and alerts users if the site is suspicious. The sites can still be accessed. Swisscom shall not be held liable in the event of any damage.

It should be noted that Internet Guard does not provide protection

- when surfing on third-party networks or public hotspots that are not operated by Swisscom
- if surfing without using the preconfigured Swisscom DNS (Domain Name System)
- against threats posed by other transmission channels (e.g. USB stick, Bluetooth etc.)
- if a file containing dangerous content is downloaded or is already on the customer's device

2.3. Remote maintenance and remote support of Swisscom devices

Swisscom supplies equipment that enables or facilitates the provision of services. If the customer purchases, loans or otherwise obtains such equipment from Swisscom (e.g. router, modem, Toolkit for Business, repeater, hereinafter referred to as a «Swisscom device» or «Swisscom devices») and connects it to the Swisscom network, Swisscom can access the Swisscom device remotely in order to automatically configure its settings, check its functionality and update its software (cf. Section 5.4). The customer cannot deactivate Swisscom's access to these Swisscom devices.

In addition, Swisscom carries out technical analysis of the local network to identify faults in connection quality or speed and to make appropriate adaptation recommendations to the customer (cf. Section 5.5).

2.4. IP addresses

Swisscom cannot always support the operation of a static IP address.

A dynamic public IP address can be used simultaneously by several users. For this reason, the customers are assigned special temporary IP addresses. This system, which is used throughout the world, may occasionally lead to some of the customer's applications (e.g. remote access) not working.

2.5. Access to Swisscom's public wireless LAN

Permission to access Swisscom's public wireless hotspots is dependent on the selected service package. Use of the public wireless LAN is also subject to the Terms of Use for the public wireless LAN, which the customer accepts by using the service. Access is provided via a Swisscom login and by logging onto the website of the public wireless LAN hotspots. To explicitly discontinue fee-based usage, it is necessary to log out in the active public wireless LAN status window intended for this purpose. Charges are billed together with Swisscom's invoice for services.

2.6. Installation at customer's location

Swisscom offers the customer the option of commissioning Swisscom (or a third company commissioned by Swisscom) to perform the installation of the necessary technical infrastructure at the customer's location. The services are based on the latest Terms and Conditions of offer published on www.swisscom.ch.

3. Customer obligations

3.1. Network connection

The provision of Internet services (basic and supplementary services) usually requires the customer to have a Swisscom network connection.

3.2. Installation / local network

Swisscom shall inform the customer if installation by Swisscom is necessary for technical reasons. Separate conditions apply for installation by Swisscom.

In order for services to be delivered, it is the customer's responsibility to ensure that his/her devices have a power supply.

The customer is responsible for the local network. The customer acknowledges that the configuration of the local network will influence whether the devices connected to the Swisscom network can achieve the maximum transmission speed available.

3.3. For private use only

Internet access is solely for the customer's own use. Other than for purely private or internal business use, the customer is strictly prohibited from providing publicly-accessible Internet access to third parties by means of WLAN-enabled devices (e.g. routers, access points, WLAN repeaters, WLAN boxes) that are operated or supported by Swisscom. Additional restrictions and conditions due to regulatory requirements are reserved. With regard to Internet access, excessive use (cf. 3.4.), the commercial provision of services such as website hosting or other services (VPN, downloading portal, etc.) or the resale of bandwidth will be deemed to be illegal or in breach of contract unless expressly authorised by Swisscom.

3.4. Excessive use

The capacity of the Internet connection may vary depending on the relevant use by other customers. The associated connection services are suitable only for use as Internet access for the Customer's own purposes, with sporadic short-term load peaks, not, however, for sustained heavy use in the medium or longer term.

Swisscom offers different suitable services for such use or other intensive types of use.

Excessive use consequently considered a breach of contract is defined as recurring heavy and sustained use of the connection by the Customer, possibly leading to system or network overloads or impairment of the service for other users, unless expressly authorised by Swisscom. Excessive use may be caused by the following activities and is therefore considered to have occurred in the event of recurring high data volumes in particular:

- Use for load balancing
- Commercial provision of content or services to third parties (hosting, streaming offers, VPN offers, use for crypto-mining, distributed processing applications, etc.)
- Provision of server solutions (incl. cloud applications) or the networking of company locations

During periods of high capacity utilisation of its network components, Swisscom may dynamically reduce the available bandwidth at any time for the connections of all users with unusually high capacity utilisation or take other appropriate measures to reduce excessive use of its network infrastructure.

3.5. Services with usage-based billing

For some services, charges are based on usage. With time-based billing, the customer must log off when exiting the Internet to ensure that the Internet access is terminated and no further time-based charges are incurred.

3.6. Protective measures

The customer shall protect the Swisscom devices and his/her own devices from unauthorised access by third parties.

Data encryption increases confidentiality and the reliability of information.

3.7. Mass advertising

Consent to mass advertising (Art. 3, Section 1 (o) of the Federal Act on Unfair Competition - UWG): Customers may send mass advertising only to those recipients who have explicitly consented in advance to the receipt of such material. Customers must be able to provide corresponding proof if requested to do so.

4. Data security

Swisscom endeavours to take steps to safeguard the infrastructure and its services (cf. Section 2.2 Internet Guard). **However, in particular the following threats to data security exist for the customer when accessing the Internet:**

- Posts in newsgroups, forums and chats may be false, falsified and analysed by third parties.
- Third parties may be able to monitor Internet traffic on the World Wide Web (WWW) and obtain user names and passwords.

Customers are advised to install a security and anti-virus programme to protect against viruses, hackers and spyware etc. Swisscom recommends additional options such as Internet Security or Managed Security, which provide a higher level of security than Internet Guard (e.g. when surfing on third-party networks or public hotspots).

5. Devices (router/modem)

5.1. Guarantee

The guarantees provided by Swisscom when a device is purchased are based on the information found on the guarantee certificate or delivery note/sales slip enclosed with the device.

5.2. Equipment provided free of charge or with a substantial discount

When providing devices **free of charge or with a discount of at least 50%** Swisscom reserves the right to supply **reconditioned (i.e. not newly manufactured) devices**.

5.3. Operating the device

Swisscom may require that customers are only able to access Swisscom devices online through the access provided by Swisscom.

5.4. Data processing in relation to remote maintenance and remote support

For the purposes of remote maintenance and support, Swisscom is authorised to transfer to its database the necessary technical data from Swisscom devices (Section 2.3) and to access Swisscom devices remotely in order to automatically configure their settings, check their functionality and update their software.

The processing of this Swisscom device data for purposes other than remote maintenance or support, as well as the processing of other device data, shall comply with Section 5.5.

WLAN key: In order to guarantee optimum WLAN security, Swisscom manages the WLAN key on a central server. When resetting the router/modem, old router software may be replaced by new, more powerful software. This means that a new WPA key, generated with a random algorithm and centrally stored, sometimes replaces the previous, locally stored WLAN key or protects a network that was previously open and unsecured. This method increases security.

5.5. Other data and data processing purposes

Swisscom is authorised to transfer to its database from Swisscom devices other technical data than specified in Section 5.4 (e.g. relating to the type and quality of connection with devices) and from other devices standard technical parameters (e.g. client ID, host name, MAC address, vendor class ID, IP address), and to use this together with the data specified in Section 5.4 for the following additional purposes:

- The technical analysis of the local network (particularly in respect of connection quality or speed), to make recommendations and to further develop services or product design. The customer has the right to object at any time. Should the customer exercise this right, then the data specified in Section 5.4 shall be processed only for the purposes of remote maintenance and support, and the additional data specified in Section 5.5 shall not be collected.

- Marketing purposes. The customer has the right to object at any time. Swisscom does not view content data or other data available on devices connected to the Swisscom network, such as PCs, notebooks, smartphones etc., or which is exchanged between such devices within the local network. No remote maintenance or support shall be carried out on these devices without the customer's explicit consent.

6. Duration and termination

The minimum service period for the Internet service is 12 months, provided no longer minimum period is agreed. The parties can also make provision for minimum and extension periods for other services.

The Internet service will be terminated automatically if the customer cancels the pre-required access.

Termination of the basic Internet service will result in termination of any supplementary Internet services and any television services provided by Swisscom.

If a minimum service or extension period is still running on one of the aforementioned basic or supplementary services, the consequences thereof shall be regulated in the Offer Terms for the product in question. Subject to any price adjustments, the pre-required access and the telephony services are not affected by the termination of the Internet service.

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