

1. General

The «Special Conditions Mobile Communications for Business Customers» of Swisscom (Switzerland) Ltd («Swisscom») apply in the field of mobile communications supplementing the Swisscom General Terms and Conditions for Business Customers («GTCs»), which may be downloaded at www.swisscom.ch/b2b-legal. In the event of any conflict, they shall take precedence over the GTCs.

2. Services of Swisscom

2.1. General

Swisscom shall enable the customer to make telephone calls and transmit data via the mobile phone networks of Swisscom and its roaming partners. The customers can make calls and exchange data between one another and with customers of other providers provided Swisscom has concluded agreements with these providers.

WLAN is not part of Swisscom's mobile phone network.

The order confirmation and Swisscom's website provide information on the scope and the specific conditions for the offer of the individual mobile communications services.

2.2. Mobile coverage

Existing mobile coverage in a particular location may deteriorate or completely cease to exist for legal or technical reasons or for reasons of fact.

3. Customer obligations

3.1. Contractually-agreed use, «fair usage policy»

Mobile communications services are for normal personal usage which involves normal mobile use in relation to the usage of the mobile line on a mobile device for voice, SMS/MMS and internet connections.

If Swisscom proves that the usage deviates significantly from normal usage or indications exist that the mobile line (SIM, eSIM etc.) is being used for special applications, and the customer is not willing to stop such usage after notification, Swisscom may terminate or restrict (e.g. limits) performance of services at any time or undertake other appropriate measures (e.g. conversion to a different subscription). «Significant deviation from normal usage» and «special applications» mean that the mobile communications service is being used for a purpose other than intended (i.e. not of that of a normal mobile connection) or misused. Examples are monitoring applications and machine-to-machine and direct dial-in connections. Further examples can be found on www.swisscom.ch.

4. Prices, billing and terms of payment

4.1. Roaming

The current tariffs and tariff options (Business Customers) for use abroad (roaming) can be found at www.swisscom.ch, in the tariff rules valid as of the time of use. The tariff notification when using a foreign mobile network can be deactivated and reactivated. **The roaming tariffs also apply if the customer is using a foreign mobile network in Switzerland in border areas.**

Billing for roaming charges may sometimes be delayed.

4.2. Blocking of connection following payment default

Swisscom generally sends out a reminder before blocking a connection. **After the service of the mobile line concerned has been withdrawn, Swisscom can carry out the same measures on all of the customer's mobile lines.**

4.3. Amount limits

By way of supplementation to its GTCs, Swisscom may define and amend amount limits for customers or individual services as a safety measure. If the customer reaches such a limit, Swisscom may block all of their mobile lines or also only block the service concerned but shall not be obliged to do so.

5. Other provisions

5.1. Offers for young people

Swisscom may provide offers for young people with special conditions (subsequently referred to as «subscription for young people») up to an age determined by Swisscom. The number of subscriptions for young people that can be purchased by an eligible customer is generally limited in number. Further information can be found at www.swisscom.ch under the subscriptions for young people.

Entitlement to a subscription for young people shall end once the defined age limit has been reached. **The customer agrees that his subscription for young people will be converted to a comparable adult subscription without young person's discount at this point in time**, even if the minimum contract term or renewal period is still ongoing. **This conversion shall not create an entitlement to extraordinary termination of contract**, but the customer may switch to a different adult subscription than that suggested by Swisscom. The existing minimum contract period or renewal period shall be taken over in all cases.

6. Duration and termination

6.1. Duration and termination of the contract

In general a minimum contract period defined in the offer applies to the contract but otherwise the contract is for an unlimited period. The contract may be terminated subject to 60 days' notice, but no earlier than the end of the minimum contract period. If it is not terminated, the contract will continue for an indefinite period.

Customers may terminate the contract prematurely without financial consequences

- if they permanently (for at least 7 days uninterrupted) have no network reception at their residential address provided a case of force majeure does not apply;
- if they permanently (for at least 7 days uninterrupted) have no network reception at their new residential address located in a populated area after relocation provided a case of force majeure does not apply;
- if they move abroad provided the customer can provide a relevant official document and has not benefited from a discount (e.g. discounted device) in the past six months.

In the event of the customer's death, providing there is no continued use of a connection by an heir or third person, the contract may be terminated with effect from the day of the death without financial consequences.

6.2. Supplementary services and options

Unless otherwise indicated in the relevant supplementary service or option, the termination notice is 30 days.

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