

Terms of Use of the Wholesale Customer Portal

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1 Scope of application

- 1.1 These Terms of Use govern access to and use of the Wholesale Customer Portal (hereinafter “*Wholesale Portal*”) for access to additional Wholesale Systems (such as WSG or Contact Management or Wholesale services and products via the Internet) and is addressed to telecommunication service providers (TSP) and cooperation partners (CoPa) (hereinafter referred to as “User” respectively). In all other respects, the contractual terms and conditions for the applicable services and products shall apply.
- 1.2 The User may not allow other telecommunication service providers to access the Wholesale Portal via its own access.
- 1.3 Access and use of the Wholesale Portal are understood to mean consent with these Terms of Use. The SuperUser named by the User is the binding contact person for these Terms of Use and must make sure that all the User’s internal users are always aware of and receive a copy of the current version of the Terms of Use.

2 Wholesale systems

- 2.1 The scope of services of the Wholesale System conforms to the corresponding terms of the Internet services integrated in the Wholesale Portal and can change at any time. Changes will be communicated to the User in a suitable manner and in good time.
- 2.2 The information shown in the Wholesale System does not represent a binding offer, unless it is expressly designated as a binding offer.
- 2.3 If the User orders services via the Wholesale System, these orders take place in connection with the corresponding contract and the terms agreed upon in the contract.



2.4 Swisscom can make the point of contact list partially or entirely available over **the Wholesale Portal**. In this case, the User must make sure that its points of contact (including SuperUser) are always up to date.

3 Registration

3.1 The Wholesale Portal includes two modes of access.

- A web GUI (Graphical User Interface) from Swisscom. This mode of access will hereinafter be called **user account**.
- An electronic B2B interface, available to the User to connect its client IT systems directly to Swisscom's server IT systems. This mode of access will hereinafter be called **service account**. Both modes of access are meant when Wholesale Portal is spoken of hereinafter.

3.2 Access authorisation is also administered via the Wholesale Portal.

4 Technical requirements, hardware/software

4.1 The User is responsible for providing the technical requirements for accessing the Wholesale Systems and the Wholesale Portal.

4.2 Web-GUI:

The technical requirements for accessing the Web-GUI (Graphical User Interface) are an end device with an internet connection and an up-to-date internet-browser. For certain internet browsers, the use of *cookies* must be permitted.

4.3 B2B-Interface:

The technical requirements for accessing the B2B interface are a client system of **the User** that supports the B2B interface offered by Swisscom. **The User** is responsible for the development and operation of this client system.

4.4 The User acknowledges that the technical requirements may change at any time. The User will be informed of upcoming changes in a timely manner. It shall be responsible for adjusting the hardware and software within its sphere of influence to the changing technical environment.

5 Identification of the User

- 5.1 Swisscom identifies the User by means of a username and a password. In addition, the User shall login using another authentication pursuant to the following requirements.
- 5.2 Web GUI:
Two-factor authentication occurs via either Mobile ID or SMS. The User may alternatively in exceptional cases apply for two-factor authentication via e-mail. For two-factor authentication by e-mail, Swisscom requires the permitted IP addresses as an additional security to set up a "white list".
- 5.3 B2B interface:
Two-factor authentication cannot be used. Swisscom requires the permitted IP addresses as an additional security to set up a "white list".
- 5.4 With the white list, the User decides from which IP addresses its users, either the users with two-factor authentication via e-mail or the service accounts may access the Wholesale Portal. The white list is maintained by Swisscom. The SuperUser provides Swisscom with the necessary information. Details can be found in the Appendix to the Terms of Use.
- 5.5 Web GUI:
The User can carry out individual user management for its user accounts independently in the Wholesale Portal. Various roles are available for the User to assign to its internal users.
B2B interface:
The service accounts are administered exclusively by Swisscom (setting up, blocking and deleting service accounts and their authorizations); the User is thereby responsible for the user management of its internal users and correct information provision to Swisscom. The User may do adjustments to user names, passwords, stored e-mail addresses and mobile numbers via self-administration on the service accounts himself.
- 5.6 Swisscom may supplement or change the types of identification at any time. In particular, additional or other security levels, such as cross-off lists, secure ID cards, certificates, etc. may be introduced. The User will be given reasonable advance notice of any upcoming changes.

6 Availability and security

- 6.1 Swisscom will endeavour to ensure that the Wholesale Systems are available via the Wholesale Portal 24 hours per day, seven days per week. Despite the availability of the Wholesale Portal, Swisscom does not guarantee that the effected transactions will also be processed 24x7 by the downstream systems.
- 6.2 Swisscom is entitled, at its own discretion, to suspend the Wholesale Portal and/or Wholesale Systems at any time if it deems such a suspension necessary for important reasons, such as, malfunctions, risk of misuse, etc.
- 6.3 For the purposes of carrying out maintenance work, a time window is scheduled for each Tuesday at 22:00 hrs until Wednesday at 02:00 hrs during which access to the Wholesale Portal and/or Wholesale Systems may be suspended.

- 6.4 In the development of the Wholesale Systems, special emphasis was placed on security. The User acknowledges that, despite every effort by Swisscom and the use of modern technologies and security standards, it cannot be guaranteed that the systems and procedures used will be absolutely secure and error-free, and the User bears this risk. Swisscom reserves the right to introduce other security elements or other forms of User identification.

7 SuperUser

- 7.1 The User shall specify a person (SuperUser) who shall be responsible for administering the access rights to the Wholesale Portal. This person shall provide Swisscom with his/her personal details and all information that is relevant to his/her access rights and authorisation to administer and establish additional administrators and accounts within the User's organisation. The SuperUser shall be specified in the Appendix to these Terms of Use and updated as necessary.
- 7.2 The SuperUser specified in the Appendix to these Terms of Use shall be authorised to represent the User with respect to Swisscom in connection with the Wholesale Systems.
- 7.3 Details regarding the administration of user and service accounts and the currently valid deadlines can be found in the document "Wholesale Portal Handbook". The document is available on the Wholesale Portal under documentation.

8 Activation of accounts

- 8.1 The SuperUser is responsible for administering and granting user accounts to other employees of the User and specifies the limits within which changes and queries are permitted within a service.
- 8.2 For service accounts, the SuperUser requests the creation of the accounts from Swisscom and supplies the information necessary for this purpose. The information is defined in the Appendix to the Terms of Use. The service accounts are administered directly by Swisscom, whereby the SuperUser remains responsible vis-à-vis Swisscom for the service accounts at all times.
- 8.3 A person providing identification to Swisscom shall be deemed a person authorised to use the Wholesale Portal (apparent authority) until a written revocation is received, his/her access is blocked, or this agreement is terminated. This applies irrespective of contrary internal relationships and regulations or entries in commercial registers.
- 8.4 The User shall be solely responsible for the safe administration of users approved by the User.

9 Blocking options

- 9.1 Swisscom reserves the right to block access by individual or all SuperUsers to **the Wholesale Portal, Wholesale Systems or** individual or multiple services or products, either permanently or temporarily, insofar as there are objective reasons to suggest that this would be prudent (such as, for example, improper use). **The block may affect individual SuperUsers or all SuperUsers or individual user accounts or service accounts.**
- 9.2 The User can, for its part, request to have its access blocked by having its appointed SuperUser contact the Wholesale Service Desk (ServiceDesk.wholesale@swisscom.com or 0800 803 803). In this case, the block can only be removed again with the written consent of the User.
- 9.3 The blocking of individual or multiple accounts assigned to the SuperUser must be carried out by the SuperUser or an administrator designated by the SuperUser. The User is in particular responsible for promptly deleting users from the Wholesale System when they leave the company. Swisscom makes all changes to the service accounts.

10 Deactivation, reactivation and deletion of unused accounts

- 10.1 Swisscom reserves the right to deactivate unused user **or service** accounts after 120 days without login (status "expired") and to completely delete them after a further 360 days without login.
- 10.2 Deactivated user accounts can be reactivated by the administrator **and service accounts by Swisscom** up until their final deletion after 360 days.
- 10.3 Swisscom reserves the right to change the time periods listed above.

11 Duty of care

- 11.1 The User is responsible to Swisscom for each use of the access portals by itself or third parties, as well as for the content of the information which it or a third party has Swisscom transmit or process.
- 11.2 It shall namely be obligated to ensure that the security elements are kept secret and are protected against improper use by unauthorised parties. In particular, **neither the username nor the password** may be recorded or stored without protection after it has been changed. The User is prohibited from selecting obvious combinations of characters. The Service Desk must be contacted immediately in the event of a lost **password**.
- 11.3 The User shall be responsible for using software from trustworthy sources and for taking appropriate measures to protect against attacks.

12 Liability of Swisscom

- 12.1 Subject to other contractual agreements or mandatory statutory provisions, Swisscom shall only be liable for intentional or grossly negligent breaches of contract and unlawful acts; liability for ordinary negligence shall be excluded. Swisscom shall not be liable for any indirect damages, in particular, for consequential losses, lost profits and data losses.
- 12.2 Swisscom does not accept any liability for damages that are attributable to the improper use of the Wholesale Portal or the Wholesale Systems, in particular, a breach of the User's obligation to exercise due care.
- 12.3 Swisscom does not guarantee permanent and uninterrupted access to the Wholesale Portal or the Wholesale Systems or the accuracy and completeness of the data transmitted or requested via the Wholesale Systems.
- 12.4 Swisscom reserves the right to suspend the Wholesale Portal or Wholesale Systems at any time without giving a reason if it discovers a security risk. Swisscom does not accept liability for any damages that occur due to such a suspension.
- 12.5 Any and all liability of Swisscom for damages to the User as a result of transmission errors, technical defects, suspensions, disruptions unlawful interference with telecommunications facilities, snuck-in viruses, copying or changing of content, network overloads, malicious or accidental blocking of electronic access by third parties etc. shall be excluded.
- 12.6 Technical access is the User's responsibility. The provision of technical access, in particular use of the internet, is not the subject of these Terms of Use. Swisscom shall not be liable for the necessary hardware and software or for the consequences resulting from, or incurred during, transmission of software via the internet.

13 Data protection and confidentiality of information

- 13.1 When handling data, the Parties shall comply with applicable law, in particular, with data protection and telecommunications law. Each Party is responsible for upholding all privacy policies, especially with regard to their end customers.
- 13.2 Swisscom processes all data with the level of care required for the provision of its services.
- 13.3 The information provided in the Wholesale Systems is confidential and is subject to the confidentiality provisions contained in the contractual terms and conditions for the applicable services and products. In particular, all information relating to marketing or customer data shall be treated as strictly confidential and may only be used in accordance with the instructions provided by Swisscom, respectively, the contractual terms and conditions for the applicable services and products.
- 13.4 All information from the systems regarding end customers and providers may only be used to identify the connection in relation to a concrete activation order. All other possible uses are expressly prohibited.



14 Term and amendments

- 14.1 The Terms of Use are accepted by the User before its first use of the Wholesale Portal upon signature. Insofar as they are made available online, where appropriate, they may only be accepted by corresponding online confirmation.
- 14.2 Swisscom reserves the right to change these Terms of Use at any time. The SuperUser will be informed regarding any changes via e-mail or beforehand directly in the Wholesale Portal, as soon as this is technically feasible. The amended Terms of Use are deemed accepted as of the validity date with the next login to the Wholesale Portal or the next use of the Wholesale Systems by a SuperUser or an individual user account or service account.
- 14.3 In all other respects, the Terms of Use for the Wholesale Portal shall apply for as long as at least one service, which the User can access via the Wholesale Systems, remains active.

15 Applicable law and jurisdiction

- 15.1 Use of the Wholesale Portal or the Wholesale Systems shall be exclusively subject to Swiss law. Bern shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with use of the Wholesale Portal or the Wholesale Systems.

Translation with informative character