

Easy Protection Business Provisions

Version 08.2022

1. Scope

A new cell phone, tablet or smart watch that was purchased through a Swisscom sales channel and has a new price (without a subscription) of a maximum of CHF 2,000 is required for the purchase of an Easy Protection Business plan (hereinafter "Warranty Extension" or "Extended Warranty").

2. Scope of extended warranty claims

Extended warranty claims include sudden, unforeseen external damage.

The following are not considered to be extended warranty claims:

- Damage that is or would have been covered by the standard or manufacturer's warranty or the statutory guarantee if the warranty or the guarantee period has expired.
The standard or manufacturer's warranty or the guarantee is derived from the documents provided with the devices, the information in the order process or the Swisscom GTC.
- Theft;
- Loss (resulting from the device being left behind, lost or misplaced; this also includes devices that can no longer be recovered);
- Damage resulting from the gradual effects of temperature and weather;
- Damage resulting from wear and tear;
- Damage due to scratching or chipping, or damage to the finish of the device;
- Loss resulting from embezzlement or misappropriation;
- Loss resulting from seizure, confiscation, damage or destruction by a government authority;
- Damage due to interventions not carried out by Swisscom or carried out without its consent.

4. In the event of an extended warranty claim

If, during the current term of the contract, there is an extended warranty claim involving the device and no reason for exclusion (sections 5 and 8), the following apply:

- In the event of an extended warranty claim, the Customer can use the corresponding Swisscom online portal to replace the defective device with an equivalent replacement device.
- If an order is received before 4:30 pm on a business day, Swisscom will ensure that the replacement device is sent off on that same day. Generally, delivery takes place on the next business day to the delivery address in Switzerland provided by the Customer.
- For each extended warranty claim, the Customer pays a deductible of CHF 70 for a device with a new price (without a subscription) of up to CHF 849.99 (including VAT) or CHF 100 for a device with a new price (without a subscription) of CHF 850 and over (including VAT).
- The Extended Warranty covers a maximum of one event per contract year and device. The value of the extended warranty coverage is limited per event to a maximum of the new price of the device (without a subscription).
- At its discretion, Swisscom will either repair the device or replace it (replacement device);

- In the event of an extended warranty claim, sections 1-3 of the Swisscom Terms and Conditions of Repair apply to a repair. Special attention is drawn to the data backup obligations in section 2 of the Terms and Conditions of Repair;
- If Swisscom replaces the device, the replacement device may be new or like-new and an identical or equivalent device. The devices/parts replaced shall become the property of Swisscom.
- If the Customer does not return a defective device to Swisscom within a deadline of 15 business days, Swisscom is entitled to invoice the current replacement value of the device.
- The Customer cannot exchange their current device again before the defective device has been received by Swisscom.
- In addition, the Customer must, to the extent technically feasible, ensure that all data on the returned device has been permanently deleted (wiped) and that no activation lock is set. If this lock is set, the Customer will be charged for the new price of the replacement device.
- If, on inspection of the defective device, Swisscom determines that the extended warranty does not apply in this case, Swisscom reserves the right to invoice the repair costs, with a credit for any deductible already collected.

5. Warranty exclusions and limitations

The extended warranty coverage is excluded or its scope is reduced if the Customer did not exercise the necessary care when handling the device, in particular, did not take the measures required under the circumstances to protect the device. There is no exclusion or limitation of warranty if the Customer proves that their conduct did not affect the occurrence of the extended warranty claim and the scope and determination of it. The provisions regarding default in payment (section 8) remain reserved.

There is no entitlement to extended warranty coverage for devices that have an activation lock, on which the Customer made hardware modifications (e.g. exchanged display with a non-original replacement part) or software modifications (e.g. jail-break) that lead to limitations on or a voiding of the manufacturer's warranty.

Swisscom does not provide any coverage in the event of theft or loss of the device.

The Extended Warranty is excluded in the case of warlike events, violations of neutrality, revolutions, rebellions, uprisings, terrorism, civil unrest, i.e. acts of violence against persons or property as a result of riotous assembly, rioting or violent demonstrations and any measures taken to counteract these, as well as in the case of earthquakes, volcanic eruptions, large-scale electromagnetic pulses (e.g. a solar storm), cyber events (e.g. viruses, Trojans, worms and the like), nuclear reactions, radioactive irradiation or radioactive contamination, unless the Customer proves that the extended warranty claim has no connection with these events.

The extended warranty coverage is further excluded if it would infringe any sanction, prohibition or restriction under any UN resolution, or any trade or economic sanctions, laws or regulations of

Switzerland or any other legal system applicable to Swisscom.

6. Beginning and period of the Extended Warranty

The Extended Warranty begins on the date the Easy Protection Business plan is purchased. If the device purchased is delivered or shipped at a later date, the Extended Warranty begins on the date of delivery or shipping.

The Easy Protection Business plan is an unlimited term contract but it has a minimum contract period of 12 months. Subject to the following paragraph, the contract may be terminated by either party no earlier than at the end of the minimum contract period.

If an extended warranty claim arises or is reported in the first or second contract year, the minimum contract period is extended to 24 months. The same provisions apply for termination, extension and for due date of the fee (section 7), default in payment (section 8) and changes (section 9) as apply for the original minimum contract period.

If the Customer is able to exercise any right to return their device that was agreed by contract, the Extended Warranty will be terminated on the date of the actual return of the device to Swisscom and the fees incurred to that date will be owed on a pro-rated basis.

7. Fee

During the minimum contract period, the price (fee) for the extended warranty coverage is due on conclusion of the contract, but will be invoiced by Swisscom periodically (monthly or bi-monthly installments).

After the minimum contract period expires, the fee is due monthly and will be invoiced by Swisscom periodically (monthly or bimonthly installments).

8. Default in payment

For payment by invoice, the deadlines specified by Swisscom must be complied with. If an extended warranty claim arises during a default in payment, the Customer will not be entitled to any warranty coverage.

In the event of a default in payment, Swisscom is entitled to terminate the contract without notice. If the Customer pays the outstanding installments prior to termination by Swisscom, the extended warranty contract will continue to run and subsequent extended warranty claims will no longer be precluded as a result of the default in payment.

If Swisscom terminates the contract without notice during the initial contract year (minimum contract period) because the Customer is in arrears, the Customer will be invoiced for all installments outstanding until the end of the 12 months. Even in the event of payment of these arrears, no contract will exist following termination and extended warranty coverage is thus excluded.

If Swisscom terminates the contract without notice after the initial 12 months have ended because the Customer is in arrears, the Customer

will be invoiced for all installments outstanding up to the date of the immediate termination of contract.

9. Changes

Swisscom reserves the right to adjust the fee, the services and these Easy Protection Business provisions at any time. Swisscom will advise the Customer of any changes in an appropriate manner (e.g. on the invoice or by e-mail).

In the event of a change that is detrimental to the Customer, Swisscom will notify the Customer in a timely manner in advance and the Customer may terminate the contract early, without any financial consequences, as of the date on which the change takes effect. If the Customer does not do so, the Customer is deemed to have accepted the changes. In the event of a minimum contract period, any increase in fee will only take effect at the end of the contract period.

10. Cooperation with AXA

Swisscom cooperates with AXA Insurance Ltd (AXA) for the purpose of providing the Easy Protection Business Warranty Extension (particularly in the areas of quality control and hedging the financial risk). The Customer agrees that AXA may receive the data it needs for monitoring and statistical purposes.

11. Other contractual provisions

In all other respects, the General Terms and Conditions for business customers apply. These can be accessed at:

<https://www.swisscom.ch/en/business/footer/legal.html?campID=b2b-legal>.