

1. General

The «Special Conditions for Fixed Network Telephony - Business Customers» of Swisscom (Switzerland) Ltd («Swisscom») shall apply in the area of fixed network telephony supplementing the «Swisscom General Terms and Conditions for Business Customers» («GTCs»), which may be downloaded at www.swisscom.ch/b2b-legal.

2. Services of Swisscom

2.1. Prerequisites for fixed network telephony

The following are prerequisites for the provision of fixed network telephony:

- the existence of a physical connection, including building cabling and telecommunication socket; and
- appropriate network termination and end devices

Insofar as the Customer purchases services from Swisscom in this regard, they shall be governed by other contracts.

2.2. Transmission and relaying of voice

Swisscom enables the Customer to hold conversations via Swisscom's fixed network with customers of Swisscom and with customers of other providers, insofar as Swisscom has concluded the appropriate agreements with these providers.

The available services (basic and supplementary services) can be found in Swisscom's product brochures or on www.swisscom.ch.

In case of a power failure, no connection is possible.

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, HD Phones, modem, 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 4.2). 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 4.3).

3. Customer's obligations

3.1. Access

The Customer shall provide Swisscom with the necessary access to the telecommunications infrastructure free of charge for the purpose of maintaining the network infrastructure.

3.2. Local network

The Customer bears responsibility for the local network.

3.3. Use in accordance with the contract

The services are for normal personal usage. If Swisscom proves that the usage deviates significantly from normal usage or indications exist that the connection 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).

4. Privacy

4.1. Number display and suppression

The caller's number or the receiver's number is normally displayed, where technically possible, regardless of whether it is listed in a directory or not. The customer can suppress the caller number permanently or on a call-by-call basis, free of charge. For technical reasons, it cannot be guaranteed that the caller number will be displayed or suppressed in certain circumstances, in particular when calls are made from or to a third-party network. The caller number display cannot be suppressed for calls to emergency numbers, to the transcription service for people with hearing difficulties, or to Swisscom's hotlines for receiving fault notifications.

The caller display can also show the first and second names of the particular customer whose access is used to make the call.

4.2. 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 4.3.

4.3. Other data and data processing purposes

Swisscom is authorised to transfer to its database from Swisscom devices other technical data than specified in Section 4.2 (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 4.2 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 4.2 shall be processed only for the purposes of remote maintenance and support, and the additional data specified in Section 4.3 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.

5. Nomadic use

With IP telephony, it is technically possible to make calls with the fixed-network number regardless of location («nomadic use»). Telephone calls are thus possible not only from home, but e.g. also from the Customer's holiday residence. Companies can use the fixed-network number of the company headquarters, e.g. in a company branch. Nomadic use of a Swisscom IP telephone («SIP telephone») is supported if the Customer has requested the SIP credentials of the relevant telephone number in the Customer Center.

Nomadic use involves risks when dialling the emergency telephone number of the police, fire brigade, etc. because Swisscom is unable to provide the emergency call centre with the Customer's actual location, but only his/her home address or company headquarters. If the correct location is not communicated orally, the emergency services will most likely show up at the wrong location. Therefore, the Customer is advised to use a mobile or fixed-network phone on site for emergency calls while travelling.

6. Warranty

In addition to the GTC, Swisscom assumes no liability for faults or interruptions the causes of which lie outside its area of responsibility (e.g. building cabling).

7. Term and cancellation

The minimum service period for the fixed-network telephony service is 12 months unless a longer minimum service period is agreed. The Parties may also stipulate minimum service and extension periods for other services. Cancellation of the fixed-network telephony service shall also result in cancellation of supplementary services or options.

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