

## 1. Performance by Swisscom (Switzerland) Ltd

### General

Swisscom (Switzerland) Ltd (hereinafter "Swisscom") enables its customers (hereinafter "the Customer") to make calls and exchange data via the mobile networks of Swisscom and its roaming partners. When the appropriate communication devices (mobile telephone, PDA, modem, data terminal, etc., hereinafter "terminals") are used, the Customer may also access information retrieval systems, the Internet and related services.

Swisscom's latest brochures and its website provide information on the scope and the specific terms of use of the individual services offered by Swisscom. Swisscom may also draw on third-parties for the provision of its services.

### Mobile coverage

Swisscom offers the Customer a high degree of coverage via its GSM mobile network in Switzerland. Swisscom provides ongoing information on its coverage with new telecommunications technologies (such as UMTS, HSPA). Coverage abroad depends on the network and technical and operational capabilities of the roaming partner. More details on current and future mobile coverage will be provided by Swisscom without obligation. Gaps in coverage may nevertheless be encountered even in areas which are designated as covered, particularly inside buildings.

### Maintenance

Swisscom is responsible for the maintenance of its mobile network. Malfunctions may be reported to its hotline. Any malfunctions occurring within its sphere of influence shall be repaired as quickly as possible.

## 2. Customer obligations

### General

In particular, the Customer is responsible for using his/her mobile line in compliance with all legal and contractual provisions (in particular, Item 5) and for paying for the services received within the specified time (see Items 3 and 4).

### Customer equipment

The Customer is responsible for purchasing and installing the terminals and for ensuring their functionality and compliance with legal provisions. Swisscom shall not grant the Customer any investment protection. The Customer is responsible for taking measures to prevent unauthorised access to third-party systems and the spread of computer viruses. Should the Customer's terminal or mobile line cause malfunctions or damage to the equipment owned by Swisscom or a third party, the latter may discontinue its services without advance notice or compensation and claim for damages.

### Responsibility for use of the mobile line

The Customer is responsible for all use of his/her mobile line, including use by third parties. In particular, he/she is responsible for the payment of all charges arising in connection with use of the mobile line including goods and services ordered or obtained via his/her mobile line. PIN and PUK codes and any other security codes that may be assigned should be stored carefully and separately from the terminals and the SIM card and should not be disclosed to a third party. The Customer is also advised to activate and periodically change the PIN codes.

## 3. Pricing

Prices are set down in the latest Swisscom price lists.

Swisscom may announce prices for specific services (WAP services, for example) immediately prior to use of the service by the Customer or it may list them on its website (roaming prices, for example). On request, Swisscom will provide prices for special services required by the Customer.

Payment obligation commences with activation of the mobile line. The Customer shall be invoiced for all charges incurred pursuant to the contract even during any time the mobile lines are blocked.

## 4. Invoicing and payment terms

### General

**Swisscom's invoices are based on its own records. These are deemed to be correct if no errors are found as a result of Swisscom's technical inquiries, even if the Customer should object to the charges.** Particularly in the case of roaming charges, invoicing may be delayed.

Invoices are payable by the due date indicated on the invoice. If none is indicated, the due date is 30 days after the invoice date. The Customer may submit substantiated objections to the invoice in writing before the due date. **If he/she fails to do so the invoice is deemed accepted.** All outstanding amounts are due and payable upon termination of the contract. Any counter-claims the Customer may have may not be offset against Swisscom's claims.

### Default in payment

If the Customer fails to pay the invoice by the due date or to submit a substantiated objection in writing, Swisscom may discontinue all contractually agreed services to the Customer without any further notice (for example, blocking of all mobile lines), take additional measures to prevent further loss and/or terminate the contract without notice and without compensation. Swisscom shall charge a fee for all reminders. The Customer is responsible for all expenses incurred by Swisscom as a result of default in payment.

### Credit limit; prepayment, security

Swisscom may set and revise credit limits. When the Customer has reached the credit limit Swisscom may or may not block all of his/her mobile lines. Swisscom shall notify the Customer of all acceptable means of payment (for example, Value Cards) to ensure that the credit limit is not exceeded or to reduce the balance below said limit. As soon as they have been entered into Swisscom's accounting system such payments shall be credited on the next invoice. Any previously issued invoices, however, are payable in full, irrespective of such payments.

If Swisscom has any doubts as to whether the contractual payment terms will be met or if collection may become more difficult, Swisscom may request a prepayment or collateral security. If the Customer fails to make a prepayment or provide security Swisscom may take the same measures as described for default in payment.

### Ordering or obtaining goods and services

If the Customer orders or obtains goods or services via his/her mobile line Swisscom may charge the respective amounts to the telephone bill. The provisions under Item 4, particularly with regard to default in payment, are also applicable, even if Swisscom merely handles collection for a third party. Swisscom is authorised to disclose the data required by a third party to document the latter's claims against the Customer.

## 5. Information content; utilisation in compliance with legal and contractual provisions; misuse

### Information content

The Customer is responsible for the content of information (voice or data, in any form) which he/she has transmitted or processed by Swisscom or which he/she makes accessible to a third party. Swisscom is not responsible for the above, nor for the information received by the Customer via the mobile network nor any information disseminated or made accessible by a third party via telecommunications networks.

### Utilisation in compliance with legal and contractual provisions

The Customer is responsible for using his/her mobile line in compliance with all legal and contractual provisions. Using a mobile line for the purpose of disturbing or harassing a third party or for impeding the proper use of another line or for any other unlawful purpose is prohibited. Telemarketing calls and messages are illegal if the caller or sender knows or ought to know that the recipient does not wish to receive such calls or messages.

### Measures against misuse

In the event of justified indications of unlawful use of a mobile line, or if such use is reported by the responsible authorities or if it has been determined by a legally enforceable judgement, Swisscom may instruct the Customer to use the mobile line in compliance with all legal and contractual provisions, discontinue its services without advance notice or compensation, terminate the contract without notice or compensation and, if applicable, claim compensation for damages. Swisscom may also take said measures if there are reasons to assume that the Customer is violating or will violate the contract or that he/she provided inaccurate or incomplete information at the time the contract was signed. Should Swisscom terminate the contract for any of the above reasons, the Customer is responsible for payment pursuant to the contractual provisions on premature termination of the contract.

## 6. Telephone number; SIM card

The Customer has no right to be assigned or keep a particular number. Swisscom has the right to cancel or change any number or other address element it may have assigned (such as IP addresses) without compensation, if required for operational or technical reasons or as a result of government regulations. With the proviso that the number may be transferred to another mobile operator the number shall revert to Swisscom without compensation upon termination of the contract.

Defective SIM cards shall be replaced by Swisscom at no charge for the period of one year. If required for technical or operational reasons, Swisscom has the right to replace the SIM card at any time. Furthermore, Swisscom is authorised to load data or software onto the Customer's SIM card at any time for the purpose of optimising or expanding its services. Otherwise, the provisions under Item 2 (Customer equipment) apply accordingly.

## 7. Directory

At the Customer's request Swisscom or a third party acting on its behalf shall enter the Customer's information in a directory. No obligation shall exist on the part of Swisscom or third party acting on its behalf to verify the accuracy of the information provided by the Customer.

The Customer may request to have a notation included in the directory indicating that he/she does not wish to receive any telemarketing calls or messages and that his/her personal data may not be passed on for commercial purposes. Notwithstanding the above, telemarketing calls or messages (for example SMS) to the Customer from a third party cannot be fully ruled out. In this case, the caller or sender is responsible.

## 8. Data protection

### General

Swisscom complies with the prevailing laws with regard to handling data, particularly the laws on telecoms and data protection. Swisscom only collects, stores and processes the data required for providing the services, for handling and maintaining customer relations, particularly to ensure high-quality services, operational reliability and infrastructure and for invoicing purposes.

**The Customer accepts that Swisscom may, in connection with the conclusion and performance of the contract, request information concerning his/her person, pass on information regarding his/her payment history, use his/her personal data for the needs-specific design and development of services and customised offerings, and use his/her personal data for the same purposes within the Swisscom Group. If a service is provided jointly by Swisscom and a third party, or if the Customer receives third-party services via the Swisscom network, Swisscom may disclose the Customer's data to a third party, insofar as this is necessary for the provision of such services.**

Swisscom takes precautionary measures to protect its network against third-party access. However, full protection against unauthorised access or unlawful wire-tapping cannot be guaranteed. Swisscom is not responsible for such access.

### Display and suppression of the caller's number

In principle, the caller's number will be displayed to the called party regardless of whether it is registered in a directory or not. The Customer may request Swisscom to suppress the caller number permanently at no charge or he/she may suppress the number for each individual call. In some cases, the display or suppression of the caller's number cannot be ensured for technical reasons, particularly for calls from or to a third-party network or for SMS. The caller's number cannot be suppressed for calls to an emergency number or the Swisscom hotlines.

## 9. Intellectual property

For the duration of the contract, the Customer shall be granted the nontransferable and non-exclusive right to use of the products and services. The content and scope of this right is stipulated in the contract documents. All intellectual property rights to Swisscom products and services, both existing rights and rights arising in connection with the performance of the contract, shall remain the property of Swisscom or entitled third parties.

## 10. Restricted use

Swisscom shall make every effort to provide a high level of availability for its mobile network. However, Swisscom is unable to guarantee continuous, trouble-free operation of its mobile network or certain transmission times or capacities (for SMS, for example). Swisscom reserves the right to service its mobile network at any time, which may result in temporary disruptions.

No representations or guarantees are made with regard to availability, quality, operation or support for voice or data communication on third-party networks or with third-party lines and for Internet access via a mobile line.

The electromagnetic fields generated by the Swisscom transmission and receiver stations or by terminals may interfere with the functioning of other equipment, such as hearing aids, pacemakers and household appliances. To prevent such interference, the manufacturers' safety measures should be observed and adequate distance should be maintained. The Customer is responsible for obtaining information on prohibited and restricted use (for example, when driving or during air travel) and for obeying such rules.

## 11. Swisscom liability

### General liability

In the event of breach of contract, Swisscom shall be liable for any proven damage, unless it can prove that it was not at fault. Swisscom shall not be liable for damage arising from simple negligence. It will, however, pay compensation for damage to property and for purely pecuniary damage per event up to the equivalent of the services drawn during the last contractual year, up to a maximum of CHF 50,000.

Swisscom shall under no circumstances be held liable for consequential loss, loss of profits or loss of data. Furthermore, Swisscom shall not be liable for damage resulting from unlawful use of its services or use of its services in violation of this contract. Swisscom shall not be held responsible if services are temporarily disrupted, restricted in whole or in part or unavailable as a result of force majeure, specifically major natural disasters (avalanches, floods, etc.), war, strike, unforeseeable government restrictions, loss of power, viruses, etc.

### Information services, Internet access

Swisscom makes no representations and accepts no responsibility with regard to the accuracy, completeness, topicality, lawfulness, usefulness, availability or timely provision of any information which is accessible via a mobile line. Swisscom shall not reimburse any fees and accepts no responsibility for damages resulting from downloading information.

Should the Customer use his/her mobile line to purchase goods or services from a third party, unless otherwise specifically agreed, Swisscom is not deemed the contractual party. Swisscom accepts no responsibility and makes no guarantee with regard to the goods and services ordered or obtained via a mobile line, even if Swisscom handles the collection of third-party claims against the Customer.

## 12. Term and proper termination of the contract

The contract shall run for an unlimited term. Subject to specific provisions in other elements of the contract, the contract may be terminated in writing by either party with 30 days' notice.

## 13. Overview of services; amendments

### Overview of services

Swisscom may forward in suitable form an overview of certain or all mobile services drawn by the Customer from Swisscom. Unless the Customer requests a correction of erroneous information in writing, via fax or e-mail within the time specified on the overview, the overview of services shall become an element of the contract. Should Swisscom determine that the overview of services contains erroneous information, a corrected version may be forwarded to the Customer.

### Amendments

**Swisscom reserves the right to amend its services, prices and the General Terms and Conditions at any time. Swisscom shall inform the Customer of any revisions in suitable form. Should Swisscom increase its prices such that they result in higher total costs for the Customer, the Customer may prematurely terminate the contract before the effective date of the increase as of said effective date without suffering any financial consequences.**

Any amendments to the contract requested by the Customer may be confirmed by Swisscom in suitable form. Unless the Customer requests a correction in writing, via fax or e-mail within the time specified on the order confirmation or the overview of services, the amendment shall become an element of the contract. Swisscom shall note the date of the amendment. Swisscom shall provide separate information on the options and terms under which the Customer may make changes.

## 14. Transfer

The transfer of the contract or any rights or obligations arising thereunder are subject to the written consent of both parties. However, Swisscom is authorised to transfer this contract or individual rights or obligations arising thereunder without the Customer's consent to Swisscom Ltd or to another company directly or indirectly controlled by Swisscom Ltd.

## 15. Place of jurisdiction and applicable law

This contract shall be governed by the laws of Switzerland.

**The place of jurisdiction shall be Berne**, mandatory place of jurisdiction reserved.