

My Service offer conditions

1 Area of application

The subject matter of this service description comprises services of Swisscom (Switzerland) Ltd (hereinafter referred to as "Swisscom") for private customers and SME under the name "My Service". It does not include the installation and fault repair of fixed network telephony, Internet, Swisscom TV and other Swisscom services not offered under My Service. These and other products are governed by the applicable contract terms of Swisscom.

2 Service scope

My Service without subscription

The services of My Service are available to the customer even without a subscription and are billed individually.

My Service subscriptions and options

My Service Standard

A customer of a My Service *Standard* subscription may use My Service services by telephone and in the Swisscom Shop within the scope of the fair use policy without any further costs. The My Service subscription is billed at monthly intervals and covers maintenance and support services **for one computer** per subscription. Further My Service services such as consulting, troubleshooting and installation in connection with peripherals, mobile phones, multimedia and home network are covered by the subscription, provided that they can be performed by telephone or in the Swisscom Shop. On-site services are associated with additional costs (see www.swisscom.ch/myservice).

My Service Plus

A customer of a My Service *Plus* subscription may use My Service services by telephone and in the Swisscom Shop within the scope of the fair use policy without any further costs. The My Service subscription is billed at monthly intervals and covers maintenance and support services **for up to three computers** per subscription. Further My Service services such as consulting, troubleshooting and installation in connection with peripherals, mobile phones, multimedia and home network are covered by the subscription, provided that

they can be performed by telephone or in the Swisscom Shop. On-site services are associated with additional costs (see www.swisscom.ch/myservice).

My Service Premium

A customer of a My Service *Premium* subscription may use My Service services by telephone and in the Swisscom Shop within the scope of the fair use policy without any further costs. The My Service subscription is billed at monthly intervals and covers maintenance and support services **for up to five computers** per subscription. Additionally, a customer of a My Service *Premium* subscription is entitled to My Service services on site within the scope of the fair use policy without any additional costs (material and new software excluded).

Option for additional PCs

Along with a My Service subscription, a support option can be booked for one or more additional PCs in the subscription. A purchased option (one option for each additional PC) covers the maintenance and support services for one additional computer in the subscription. Up to 10 additional PCs can be included per My Service subscription (*Standard*, *Plus* or *Premium*).

Fair use policy

The My Service *Standard* and *Plus* subscriptions allow a maximum of 12 free missions by telephone and in the Swisscom Shop for a total of 12 hours per half a year.

Additionally, the My Service *Premium* subscription offers six free on-site missions for an additional 12 hours per half a year.

If the customer requests further missions after one of these limits is reached, Swisscom will bill the customer for the full individual amount for every additional mission (price information is available at www.swisscom.ch/myservice).

The customer is not authorised to use the services of the My Service subscription for devices of other persons.

3 Services of Swisscom

Available services (portfolio)

The services offered by My Service comprise the subject areas of support, consulting and commissioning of technical devices and programmes in the field of communication, office and entertainment electronics. Details are provided at www.swisscom.ch/my-service. Other services may be performed at the explicit request of the customer. The list of the services offered and the applicable terms are available from the My Service team (see www.swisscom.ch/my-service for contact details).

Service delivery

Swisscom will perform the services agreed between the customer and Swisscom prior to the order fulfilment. The service delivery will take place either by telephone with remote access to the customer computer, in Swisscom Shops or on site on the customer's premises by an employee of Swisscom or a partner engaged by Swisscom (both hereinafter referred to as "expert"). The service delivery will take place by appointment with the customer. The services of Swisscom include correct execution of the respective work. No guarantee of success is provided. For example, no guarantee is provided that virus-contaminated computers can be freed from the malware or that the programmes to be installed will work smoothly.

No claim to service delivery

The customer cannot demand the delivery of certain services in connection with the computer, Internet and multimedia. Based on the request or description of the problem by the customer, Swisscom will decide whether it is the right partner for the execution of the request and how and where the services will be delivered. Before agreeing the service delivery, the expert may review the feasibility of the service. The expert will refuse the service delivery for data, programmes, websites, etc. that are illegal or offensive. This includes but is not limited to P2P file sharing, services in connection with offensive files and contents such as pornographic sites, sites that depict violence, sites with racist content, etc. At his own discretion, the expert may decide whether to deliver or refuse services.

Involvement of third parties

Swisscom may involve third parties at its own discretion for the performance of the work.

Discontinuation of the offer

Swisscom may discontinue the services of My Service including the My Service subscriptions at any time. Any services or subscription costs billed in advance will be repaid on a pro-rata basis.

4 Performance/obligations of the customer

General provisions

The customer shall take all necessary steps to enable the expert to deliver the service. This especially includes the granting of access to the respective facilities and devices, the provision or removal of all necessary passwords and the availability of the required programmes and devices. Moreover, the customer is responsible for backing up all his data (daily backup), e.g. on CD or another external storage medium. Moreover, the customer is responsible for obtaining any required third-party approval, and he shall be present during the entire work.

Additional provisions for service delivery by telephone

A broadband Internet connection is required for the service delivery of My Service by telephone. Customers without broadband Internet connection can only be provided with limited support by telephone. Moreover, the customer agrees that the expert may access the customer's computer via remote access to solve computer problems by telephone. For this, the customer must first install a compute remote access programme as instructed by the expert, accept the offer conditions displayed and grant approval for the transfer of the screen content and control to the expert. If the customer refuses the remote access, the expert will not perform the requested service.

Inadequate cooperation from the customer

If the customer does not comply with the agreed appointment, Swisscom may bill the resulting damage (trip to and from the customer as well as waiting time) at the applicable hourly rate (enquiry possible via contact at www.swisscom.ch/my-service). If the work is not successful due to defective or virus-contaminated devices or programmes or if the expert refuses the further service delivery for reasons for which the

customer is responsible, the service delivered until such time (trip to and from the customer as well as working time) will be billed at the applicable hourly rate (enquiry possible via contact at www.swisscom.ch/my-service). This shall apply even if work cannot be completed because other requirements according to section 4 have not been fulfilled.

5 Billing and terms of payment

Customers who have a subscription first pay the respective subscription price. This covers certain services (see www.swisscom.ch/my-service). The prices for any services delivered beyond this scope and for services for customers without a subscription shall be governed by the agreed prices (for on-site service delivery), the prices agreed according to the confirmation e-mail (for service delivery by telephone) and the price lists of Swisscom that are published at www.swisscom.ch/my-service.

Before the work starts, the price will be communicated according to the price list. Should it turn out during the execution of the work that the issue belongs to a different price category than originally assumed, the price communication may be adjusted at an early stage by agreement with the customer, and a higher or lower price than originally quoted may be billed upon completion of the work.

The monthly amount for a My Service subscription will be billed once a month or once in every two months on the Swisscom bill of the My Service subscription customer.

At the discretion of Swisscom, the individually billed services will be invoiced either via the standard bill or a separate bill. A delay for which the customer is responsible does not relieve the customer of the payment obligation. The invoice is payable by the due date specified in the bill. If the customer is in arrears, Swisscom may – in addition to the statutory consequences of the delay – suspend the delivery of all its services and even block telecommunications connections.

6 Warranty/liability

Money-back guarantee

A 14-day money-back guarantee applies to certain programmes and devices that the customer purchases from Swisscom (www.swisscom.ch/guarantee/). However, items will only be accepted back if undamaged or unopened (software, DVDs and consumables). Any devices not included in the Swisscom range that are ordered for the customer under a My Service order are excluded from the money-back guarantee. Information on the current range of devices and the applicable terms is available from the My Service team (see www.swisscom.ch/my-service for contact details).

Warranty on devices

The Swisscom warranty applies to devices that the customer purchases from Swisscom. Instead of the statutory provisions of the Swiss Code of Obligations, the warranty provisions of Swisscom that are applicable to the respective device shall apply exclusively. If the Swisscom warranty is excluded for a particular device, the warranty provisions of the respective manufacturer may apply. The statutory warranty claims under the Swiss Code of Obligations shall be excluded in any case. Swisscom does not provide any warranty on devices that the customer does not purchase from Swisscom. Any devices not included in the My Service range that are ordered for the customer under a My Service order shall be subject to the warranty provisions of the respective manufacturer. Information on the current range of devices and the applicable terms is available from the My Service team (see www.swisscom.ch/my-service for contact details).

Warranty on services

The performance of Swisscom is limited to the service agreed with the customer. Swisscom guarantees diligent service delivery, but expressly does not provide any guarantee of success. In the event of deficient installation work due to intent or gross negligence of the expert, the customer may demand free rectification of the installation work. Any further claims of the customer are excluded to the extent permitted by law. Swisscom shall be liable for damage or loss of infrastructure of the customer if such is the result of intent or gross negligence of the expert. In any case, the compensation shall be limited to the fair

value of the item. Further claims of the customer are excluded to the extent permitted by law. In the context of the delivery of specific services or transport of the device for processing, Swisscom shall not be liable for consequential damage due to improper use by the customer (e.g. lack of security of the data) or due to problems that may occur later on, e.g. new virus contamination. Any guarantee for the security of the data or further claims, such as reconfiguration of the computer in the event of a defect, is expressly excluded. Swisscom does not accept any liability for any damage that the customer or third parties may suffer from the loss of data or programmes not backed up or from the loss of data due to harmful programmes. Swisscom cannot be held liable for abuse and damage inflicted by third parties, security deficiencies of the telecommunications network and Internet. Swisscom shall not be liable for any resulting repair and support costs. To the extent permitted by law, the liability of Swisscom for lost profit and consequential damage is excluded. If a device that has been installed by an expert needs to be repaired or replaced due to a defect, the reinstallation of the device is not included in the service. This applies both during the warranty term and thereafter. At the request of the customer, Swisscom may reinstall the device at the currently valid conditions.

Warranty on programmes

If programmes are purchased via Swisscom and installed by the expert, Swisscom guarantees that the customer may use the programmes on the device on which they are installed for the intended and assumed purpose or can obtain the required licences. Swisscom does not provide any guarantee for programmes that the customer does not purchase from Swisscom. According to section 5, Swisscom is responsible for the installation work. However, flawless operation of the programmes cannot be guaranteed. Especially in the case of security programmes such as anti-virus programmes, child protection functions, etc., full security is never possible. To the extent permitted by law, Swisscom excludes any and all liability in this connection, especially for lost profit and consequential damage.

Procedure in the event of a warranty incident

To make use of a warranty service granted to him in this section 6, the customer can contact the My Service team (see www.swisscom.ch/myservice for contact details).

7 Licences

Licence terms for SmartLeap toolset

My Service offers various software tools for the detection and elimination of technical problems either free of charge or for a fee. Subject to revocation at any time, the customer is merely granted a temporary, non-exclusive, non-transferable licence to install and use these tools within the framework of the purpose described. The software is licensed, not sold. All ownership, copyrights and other commercial property rights shall remain with Swisscom or its suppliers.

The software is protected by copyright law and other laws and agreements on intellectual property. The customer expressly acknowledges the aforesaid protection. The copyright especially comprises the programme code, the documentation, the appearance of the software, the design of the user interface and the input and output screens and printouts, content, structure and organisation of the programme files, the programme name, logos and other rendering forms within the software.

The customer is prohibited from reverse-engineering, decompiling or disassembling the software, unless (and only to the extent) that this is expressly permitted under applicable law despite this restriction. Moreover, the customer is prohibited from assigning, transferring, selling, sublicensing or otherwise distributing the software or parts of it.

The software has been created with due diligence and expertise. Nevertheless, the state of the art does not enable the development of complex software products that are fully free of faults and that operate flawlessly at all times in all applications and combinations, especially with different hardware components. For this reason, the assured quality of the software made available by Swisscom does not imply that no programme errors whatsoever can occur or that the software can be used for every terminal device or every conceivable application case.

Swisscom makes the software and any support services available in the great scope permitted under applicable law "as seen" and without any guarantee of absence of faults and hereby also excludes any and all other warranties and guarantees, including but not limited to the suitability for a particular purpose, reliability or availability, accuracy or completeness of results, etc.



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Swisscom shall be liable for damage only if the damage is the result of intent or gross negligence of Swisscom or its agents. Liability for lost profit or other pecuniary losses of the customer is excluded to the extent permitted by law.

The customer knows that within the scope of his damage minimisation obligation, he must regularly back up his data and, if a software error is suspected, take all additional precautions that he can reasonably be expected to take.

Swisscom shall not be liable for the recovery of data, unless Swisscom caused their destruction by intent or gross negligence and the customer has made sure that these data can be reconstructed at an acceptable expense from data material that is kept available in machine-readable form. The liability of the licensor in the event of use by the licensee in breach of the contract is excluded.

As a matter of principle, Swisscom shall not be liable for damage if and to the extent that the customer could have prevented the occurrence of such by means of measures that he can reasonably be expected to take, especially programme and data backups.

Licence terms of programme suppliers

If the customer requests the expert to install a programme, the applicable licence terms of the programme supplier will be deemed accepted by the customer.

8 Data protection

General

Swisscom handles data in compliance with applicable laws, especially telecommunications and data protection laws. Swisscom only collects, stores and processes data that are needed for the delivery of the services, the processing and maintenance of the customer relationship, especially for ensuring a high service quality, for the security of the operation and infrastructure and for billing.

The customer permits Swisscom to

- obtain information about him in connection with the conclusion and processing of the contract and may forward data concerning his payment behaviour;

- forward his data to third parties for debt collection purposes;
- process his data for marketing purposes, namely for the needs-oriented design and development of its services and for custom-tailored offers, and to have his data processed for the same purposes within the Swisscom Group.

The customer may limit or prohibit the use of his data for marketing purposes.

Involvement of third parties

If a service of Swisscom is performed in collaboration with third parties or if the customer procures third-party services via the Swisscom network, Swisscom may forward the data of the customer to the third parties to the extent necessary for the performance of such services.

9 Term and termination of the subscriptions and options

Minimum contract term

The minimum contract term for every subscription and every option is twelve months.

Termination

The subscription may be terminated by either party with two months' prior notice, effective at the earliest as of the end of the minimum contract term. Notice of termination may be given by telephone via the Swisscom Helpdesk, in writing to Swisscom (Switzerland) Ltd, Contact Center, 3050 Bern, Switzerland, or online in the Customer Center.

If the customer breaches this contract or violates the fair use policy according to section 2 of these offer conditions, Swisscom may terminate the contract with the customer with immediate effect. In this case, the customer will not be entitled to refund of subscription charges already paid.

10 Changes to the services, prices and offer conditions

Swisscom reserves the right to amend the service, prices and offer conditions at any time. Swiss will duly inform the customer of any changes.



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Should Swisscom increase the prices to such an extent that they result in higher overall cost for the customer or should Swisscom change the contract significantly to the detriment of the customer, the customer may terminate the contract prematurely without any financial consequences before the changes enter into force, effective as of the entry into force. If he fails to do so, he will be deemed to have accepted the changes. Price adjustments due to changed tax rates (e.g. VAT increase) will not be construed as price increases and do not entitle the customer to terminate the contract.

Swisscom reserves the right to amend the offer conditions at any time. Swisscom will duly inform the customers in advance of changes to the offer conditions. Should the changes be detrimental to the customer, he may terminate the contract with Swisscom prematurely without any financial consequences before the change enters into the force, effective as of the entry into force. If he fails to do so, he will be deemed to have accepted the changes.

11 Place of jurisdiction and applicable law

The contract is governed exclusively by the laws of Switzerland. The courts of Berne, Switzerland, shall have jurisdiction. Other courts may have mandatory jurisdiction.

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