

Offer Conditions M2M - Volvo On Line

Mobile Prepaid Services

The Volvo On Line tariff plan is purely a data offer within Switzerland and defined countries abroad (Zone EU/ Western Europe¹): The SIM card cannot be used for voice and SMS/MMS communication.

The contract is for an unlimited period of time and may be terminated in writing subject to a notice period of 30 days to the end of a month. Swisscom may terminate the contract with immediate effect due to default of payment or other breach of contract by the customer.

The customer agrees that Swisscom may update his/her address data using information from third parties and may pass on this update to the third parties who already have the customer's old address as a result of a contract or other consent. The customer may prohibit this sharing online at www.swisscom.ch/rechtliches (section "Mobile Conditions").

The SIM cards of Swisscom may only be used with its express, prior written consent to provide telecommunications services. Consent that has been granted may be revoked at any time without compensation. The SIM card will not be activated until after the buyer's registration according to law. The user shall be responsible for topping up with data packets in a timely manner. Data credit may be neither refunded nor transferred to other operators. If no active data packet is available, the Volvo On Line connection cannot be used.

In addition, Swisscom may take back or change Volvo On Line connections without compensation if this is required for regulatory, operational or technical reasons.

The signatory below shall be liable to Swisscom for the correctness of his/her information or for damage as a result of false or insufficient information.

Integrated components of the contract are (in this order): Offer Conditions M2M - Volvo On Line (incl. Mobile Prepaid Services and General Conditions for Mobile Prepaid Services), Special Conditions for Mobile Communications and the General Terms and Conditions for Services of Swisscom.

By completing the registration, the customer confirms that he/she has noted these constituent parts and conditions of the contract and accepts them as they stand and confirms the correctness of his/her information. The contract shall come about upon activation of the SIM card.

General Conditions for Mobile Prepaid Services

For tariff information and the current terms and conditions of use, top-up possibilities and the available blocking sets of the prepaid services, the information on www.swisscom.ch shall be definitive. The currently applicable tariffs and tariff options for use abroad (roaming) are available on www.swisscom.ch/roaming. The tariff notification when a mobile phone network abroad is used can be deactivated and reactivated. Volvo On Line may only be used for data traffic. Swisscom (Switzerland) Ltd (hereinafter referred to as "Swisscom") is legally obliged to register customers of its prepaid services and to provide information to the competent authorities according to the legal regulations for at least two years. The SIM card will not be activated until after the buyer's registration according to law. The purchase or the registration of a large number of SIM cards by the same person may be refused. Swisscom handles data in compliance with applicable laws, especially the Swiss Telecommunication and Data Protection Act. Swisscom only collects, stores and processes data that is needed to comply with legal regulations, for the provision 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 the infrastructure. The customer agrees that Swisscom may use his/her data for the needs-oriented design and development of its services and for customised offers, and that

¹ Zone EU/ Western Europe (A) contains the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, United Kingdom, Vatican City
Zone B and Zone C are blocked.

his/her data may be processed for the same purposes within the Swisscom Group. 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 third parties to the extent necessary for the performance of such services. The customer may withhold the display of telephone numbers free of charge and both for every individual call or also as a permanent function.

Via the hotline, the customer may block value added services obtained via 090x numbers or SMS/MMS short numbers and other value added services obtained via the NATEL network and charged to the prepaid connection. The blocking may include all the relevant value added services or only those for adult entertainment. The counter reading of the Swisscom billing system shall be decisive for determining the card credit. The user shall be responsible for topping up the SIM card in a timely manner. Card credit cannot be refunded or transferred to other operators. In the event of a direct change from a prepaid service to a NATEL subscription, the card credit shall be credited. If there is no credit, the prepaid service cannot be used.

If the use of the prepaid service deviates significantly from that of normal private usage, Swisscom reserves the right to take appropriate measures (e.g. to block the service, restrict the transmission speed). After 12 months without any use subject to a charge (for details, see www.swisscom.ch/rechtliches) or in the event of misuse of the prepaid service, the SIM card shall become invalid, the card credit shall expire and the telephone number shall be returned to Swisscom without compensation. In addition, Swisscom may take back or change telephone numbers without compensation if this is required for regulatory, operational or technical reasons. Swisscom shall be entitled at any time to change or discontinue its prepaid services without compensation.

Swisscom shall only be liable for damage caused with intent or gross negligence that has occurred in connection with the use of the prepaid service within its mobile phone network. Liability for damage (e.g. loss of profit) due to slight negligence shall be excluded. The contract is subject to Swiss law. The place of jurisdiction shall be Berne (Switzerland). Other courts may have mandatory jurisdiction (cf. in particular Art. 32 and 35 of the Civil Procedure Code (CPC) for consumers).

The signatory below shall be liable to Swisscom for the correctness of his/her information or for damage as a result of false or insufficient information. By registering, the customer declares himself/herself to be in agreement with the General Conditions listed above.

Notification of the authorities about the transfer of the prepaid SIM card

If the prepaid SIM card is transferred, the competent authorities shall, upon their request, continue to be notified of the name and address of the first buyer. If criminal acts are committed using the transferred prepaid SIM card, the first buyer can possibly face criminal prosecution as a result of aiding and abetting, complicity or acting as an accessory after the fact.