

## 1. General

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The “Special Conditions Mobile Communications” of Swisscom (Switzerland) Ltd (“Swisscom”) apply in the field of mobile communications supplementing the General Terms and Conditions for Services (GTCs). In the event of any conflict, they shall take precedence over the GTCs.

## 2. Services of Swisscom

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### 2.1 General

Swisscom shall enable the customer to make telephone calls and transmit data via the mobile phone networks of Swisscom and its roaming partners. The customers can make calls and exchange data between one another and with customers of other providers provided Swisscom has concluded agreements with these providers.

The current brochures and Swisscom's website - respectively M-Budget Mobile's website for M-Budget Mobile services and Wingo's website for Wingo services - provide information on the scope and the specific conditions for the offer of the individual mobile communications services. **The transmission speeds indicated in the offers are maximum values under optimal conditions** and the actual speed is dependent upon location, the number of users in the mobile radio cell and the mobile device. **Swisscom guarantees neither the achievement of maximum values nor a minimum bandwidth.**

### 2.2 Mobile coverage

Swisscom offers the customer a high degree of mobile coverage via its mobile network in Switzerland. Coverage abroad depends on both the network and the technical and operational capabilities of the roaming partner. WLAN is not part of Swisscom's mobile phone network.

More details on current and intended future mobile coverage shall be provided by Swisscom without obligation. **Gaps in coverage may be encountered even in areas designated as covered, particularly inside buildings.**

Existing mobile coverage in a particular location may deteriorate or completely cease to exist for legal or technical reasons or for reasons of fact. Current information on the transmission technologies available can be found at [www.swisscom.ch](http://www.swisscom.ch) (e.g. coverage in Switzerland; availability abroad). The interruption-free network handover between the various network technologies cannot be guaranteed. **Swisscom shall be entitled to withdraw older technologies after appropriately notifying the customers concerned.**

## 3. Customer obligations

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### 3.1 Contractually-agreed use, “fair usage policy”

Mobile communications services are for normal personal usage which involves normal mobile use in relation to the usage of the mobile line on a mobile device for voice, SMS/MMS and internet connections.

If Swisscom proves that the usage deviates significantly from normal usage or indications exist that the mobile line (SIM, eSIM etc.) 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). “Significant deviation from normal usage” and “special applications” mean that the mobile communications service is being used for a purpose other than intended (i.e. not of that of a normal mobile connection) or misused. Examples are monitoring applications and machine-to-machine and direct dial-in connections. Further examples can be found on [www.swisscom.ch](http://www.swisscom.ch).

### 3.2 Protective measures

PIN and PUK codes and any other security codes assigned to the customer shall be carefully stored in a separate place from the mobile phone and SIM card. They should not be revealed to third parties. The customer is also advised to activate the PIN codes and change them at regular intervals.

The theft of the SIM card or a device equipped with an eSIM (see Section 5.1) shall be reported immediately to Swisscom. The customer shall bear the usage fees up to the blocking of the connection.

## 4. Prices, billing and terms of payment

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### 4.1 Roaming

The current tariffs and tariff options for use abroad (roaming) can be found at [www.swisscom.ch/res/mobile/international](http://www.swisscom.ch/res/mobile/international), at <https://shop.m-budget.migros.ch> for M-Budget Mobile services and at [www.wingo.ch](http://www.wingo.ch) for Wingo services. The tariff notification when using a foreign mobile network can be deactivated and reactivated. **The roaming tariffs also apply if the customer is using a foreign mobile network in Switzerland in border areas.**

Billing for roaming charges may sometimes be delayed.

### 4.2 Default of payment

Swisscom generally sends out a reminder before blocking a connection. **After the service of the mobile line concerned has been withdrawn, Swisscom can carry out the same measures on all of the customer's mobile lines.**

### 4.3 Security

Swisscom may define and amend amount limits for customers or individual services as a safety measure. If the customer reaches such a limit, Swisscom may block all of their mobile lines or also only block the service concerned but shall not be obliged to do so.

## 5. Other provisions

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### 5.1 Mobile line via SIM card or eSIM

Defective SIM cards shall be replaced by Swisscom at no charge for a period of two years. If required for technical or operational reasons, Swisscom shall be entitled to replace the SIM card at any time.

If the customer has a device with an embedded SIM (eSIM), this hardware shall be deemed part of the customer's device. The terms and conditions of Section 4 of the GTCs shall apply in this respect. If a valid contract between Swisscom and the customer exists, an eSIM profile shall be activated in the customer's device so that they can use the services agreed in the contract with Swisscom. At the end of the contract with Swisscom, the customer's eSIM profile shall be deactivated or deleted. This profile can no longer be used for Swisscom services.

Refer to Section 4 of the GTCs for the remote maintenance of the SIM card and the eSIM.

### 5.2 Offers for young people

Swisscom provides offers for young people with special conditions (subsequently referred to as “subscription for young people”) up to an age determined by Swisscom. The number of subscriptions for young people that can be purchased by an eligible customer is generally limited in number. Further information can be found at [www.swisscom.ch](http://www.swisscom.ch) under the subscriptions for young people.

Entitlement to a subscription for young people shall end once the defined age limit has been reached. **The customer agrees that his subscription for young people will be converted to a comparable adult subscription without young person's discount at this point in time**, even if the minimum contract term or renewal period is still ongoing. **This conversion shall not create an entitlement to extraordinary termination of contract**, but the customer may switch to a different adult subscription than that suggested by Swisscom. The existing minimum contract period or renewal period shall be taken over in all cases.

### 5.3 Number display and suppression

If technically feasible, the telephone number of the caller or of the call recipient is normally displayed regardless of whether or not they are listed in a directory. The customer may suppress number display either permanently or per call free of charge. For technical reasons, caller number display or suppression cannot be guaranteed in certain circumstances, in particular when calls are made from or to a third-party network and in the case of SMS. In the case of calls to emergency services, transcription services for the hearing impaired and to Swisscom fault report hotlines, suppression of number display will not be possible.

Number display may also include display of the first and last name of the customer from whose connection the call is made.

#### **5.4 User risks**

Swisscom will endeavour to implement measures to safeguard infrastructure and services. The following risks nevertheless exist for the customer:

- > E-mails sent without encryption and unencrypted data communication may be read, modified, suppressed or delayed by unauthorised third parties
- > Sender identities may be falsified.
- > Postings to newsgroups, forums and chats may be forged, falsified or analysed by third parties.
- > Third parties may monitor internet traffic on the World Wide Web (WWW) and find out usernames and passwords.
- > Connections via WLAN, Bluetooth and Infrared are not secure.

#### **5.5 Usage restrictions**

**Supplementary to the GTCs, Swisscom provides no guarantee**

- > for particular transmission times and capacities (e.g. for SMS)
- > for the delivery of information exchanged via the Internet access (e.g. e-mails) to the customer or recipient.
- > for interference-free Internet access via the mobile phone network or WLAN

The electromagnetic fields generated by the devices may interfere with the functioning of other equipment, such as hearing aids, pacemakers and household appliances. To prevent interference, safety measures specified by the manufacturer must be observed. The customer is responsible for obtaining information on prohibited and restricted use (for example, when driving or during air travel) and for adhering to such rules.

## **6. Duration and termination**

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### **6.1 Duration and termination of the contract**

In general a minimum contract period defined in the offer applies to the contract but otherwise the contract is for an unlimited period. The contract may be terminated subject to 60 days' notice, but no earlier than the end of the minimum contract period. If it is not terminated, the contract will continue for an indefinite period.

In the event of changes during the minimum contract period and in the event of premature termination by the customer or Swisscom, the provisions in the GTCs on the minimum service period shall apply (Section 13).

Customers may terminate the contract prematurely without financial consequences

- > if they permanently (for at least 7 days uninterrupted) have no network reception at their residential address provided a case of force majeure does not apply.
- > if they permanently (for at least 7 days uninterrupted) have no network reception at their new residential address located in a populated area after relocation provided a case of force majeure does not apply.
- > if they move abroad provided the customer can provide a relevant official document and has not benefited from a discount (e.g. discounted device) in the past six months.

In the event of the customer's death, providing there is no continued use of a connection by an heir or third person, the contract may be terminated with effect from the day of the death without financial consequences.

### **6.2 Supplementary services and options**

Unless otherwise indicated in the relevant supplementary service or option, the termination notice is 30 days.