

## General terms and conditions for digitec connect mobile services September 2019

**Please note:** Only the German original of these general terms and conditions is legally binding. The English translation is provided for information purposes only and has no legal force. By accepting these general terms and conditions, you automatically accept the German original.

### 1 Scope and parties

These General Terms and Conditions for mobile services of digitec connect («GTC») apply to mobile services and associated services («services») provided by Digitec Galaxus AG, Pfungstweidstr. 60, 8005 Zurich («digitec connect») under the product name «digitec connect» to you as the user of the services («customer»).

The subject of the contract is the provision of the services by digitec connect and the use of the services by the client. The services include mobile communication services (voice, SMS/MMS and data) by providing a mobile phone connection incl. SIM card («connection»). The type and scope of the services are determined by the mobile subscription contract («contract»), the tariff overview/details in the current version (available at [connect.digitec.ch](http://connect.digitec.ch)), as well as other conditions in the current version (available at [connect.digitec.ch](http://connect.digitec.ch)) and these GTC.

### 2 Commencement, duration and termination

By completing the registration/order, the customer confirms to have given correct details and read and accepted the contract as well as any additional integrated contract components listed in the contract. The customer is liable to digitec connect for the correctness of their information or for damages resulting from incorrect or insufficient information.

The SIM card is not activated until the customer has registered in accordance with the law. If it turns out after completion of registration that the customer has provided incorrect or incomplete information or uploaded insufficient ID documents, digitec connect can demand the correction or completion of information or ID documents or deactivate an already activated SIM card without compensation. Individuals aged 18 and over residing in Switzerland or companies domiciled in Switzerland are entitled to conclude contracts.

#### 2.1 Commencement and duration

The contract (including individual connections) comes into force upon activation of the connection and is concluded for an indefinite period. There is no minimum contract period.

The contract is concluded by the customer's application and acceptance by digitec connect. The registration/order is considered as an application of the customer. Digitec connect decides at its own discretion whether the customer's application is accepted and whether the contract is concluded with the customer. Prerequisite for the conclusion and conclusion of the contract between

digitec connect and the client is, among other things, the client's legally compliant registration (incl. identification by means of an identification document). Digitec connect may reject the request of the customer even without giving reasons. If digitec connect is not prepared to enter into a contractual relationship, the customer will be informed by e-mail.

Digitec connect can accept the customer's request by activating the connection.

Digitec connect also reserves the right to refuse the registration of several SIM cards registered on the same person in case of suspicion of misuse.

If a change of provider is necessary for the conclusion of the contract and this change cannot be carried out due to a lack of approval by the previous provider, digitec connect cannot be held liable for any activities and costs incurred.

Options are also concluded for an indefinite period. Unless otherwise specified in the service descriptions, options have a minimum contractual term of one month, calculated from their activation.

### 2.2 Termination

#### 2.2.1 Termination of the contract or a connection

The customer can only terminate the contract in the customer account. Cancellations by letter or e-mail will not be accepted. For cancellations with number porting, a written cancellation is accepted provided that it is submitted completely and correctly by the new provider on behalf of the customer as part of the porting process.

If the customer purchases several services from digitec connect, he must name the service which is to be terminated (e.g. a single connection if several connections are assigned to the customer). If the termination refers to a single connection, all options of this connection are also terminated at the same time. On the other hand, the termination of an individual connection does not affect the existence of any further connections.

With regard to periods of notice, the following rules shall apply:

- In the first month of the contract: The contract or an individual connection can be terminated at any time with immediate effect.
- From the second month of the contract: The contract or an individual connection can be terminated at any time by giving one month's notice to the end of a calendar month.

The aforementioned notice period of one month corresponds to the duration of one calendar month and is calculated according to the number of days of the month in which the notice is given.

Termination without adherence to the above-mentioned notice periods is only possible against payment of the monthly fees up to the regular termination date plus a processing fee. Deviating regulations in individual cases remain reserved.

### 2.2.2 Termination of options

After expiry of the respective minimum contract period, options may be terminated at any time with one month's notice to the end of a calendar month.

The aforementioned notice period of one month corresponds to the duration of one calendar month and is calculated according to the number of days of the month in which the notice is given.

If a connection is terminated, all options assigned to this connection are also terminated at the same time. On the other hand, the termination of an option has no effect on the number of connections to which this option is assigned.

Subject to a termination by the customer for good cause, the termination of options by the customer prior to expiry of the minimum contract period is only possible with the consent of digitec connect and subject to cost consequences. The customer must pay all monthly recurring fees plus all fee-based services (e.g. additional roaming packages) until the end of the minimum contract period (one-off payment). These fees are due immediately.

The client must also pay the aforementioned fees if the affected option or the connection to which the option was assigned is terminated by digitec connect for an important reason for which the client is responsible. If digitec connect terminates the option or the connection for an important reason for which the customer is not responsible, the customer does not owe any fees.

### 2.2.3 Termination for an important reason

If there is an important reason, digitec connect has the right to terminate the contract, individual connections or individual options without notice and compensation. An important reason exists in particular if

- there are indications that the customer is using the services illegally, contrary to contract or improperly,
- orders a competent authority to cease making the services available to the customer,
- the networks of digitec connect or third parties or their use by the customer is impaired,
- there is reason to assume that the customer provided incorrect or incomplete information when concluding the contract or during registration,
- the customer is in default of payment,
- overriding public interests require this.

The possible resumption of a terminated contract has cost consequences for the customer in the amount of the fees published on [digitec.connec.ch](http://digitec.connec.ch).

If there is an important reason, the customer has the right to terminate the contract, individual connections or individual options without notice. An important reason exists in particular if

- digitec connect culpably commits an ongoing serious breach of contract and does not remedy this despite a warning by the client within a reasonable period of time,
- there is no network availability (at least uninterrupted for more than 7 days) at the customer's place of residence or work or place of business (except in case of force majeure),
- the customer moves and no network availability is available at the new new place of residence or work (at least uninterrupted during the more than 7 days) (except in cases of force majeure),
- in the event of the customer's death.

### 2.2.4 Expiry of credit

The expiry of credit balances is regulated in section 4. Any remaining credit (for domestic or foreign, voice, SMS/MMS, data, etc.) expires in any case upon termination of the contract or the relevant connection. A refund of remaining credit is excluded.

## 3 Services from digitec connect

### 3.1 General

Digitec connect provides the customer with a connection via which the customer can use the mobile network of the network operator of digitec connect in Switzerland and the mobile networks of its roaming partners in Switzerland and abroad for voice and data connections as well as for short message services (SMS/MMS) via mobile terminals (e.g. smartphones or tablets). The customer has no claim to a particular choice of technical means from digitec connect or to the retention of services accessible via it. These technical means include, for example, infrastructures, platforms, transmission technologies and protocols and user interfaces. The services are provided with the involvement of a network operator («Network Operator») selected by digitec connect. For the provision of its services, digitec connect may at any time call in further third parties at home and abroad.

### 3.2 Options

Options include additional functions for connection (e.g. data packages). Options are either provided free of charge, included in the subscription fee or billed via usage-based fees.

The availability of individual options depending on the subscription, their scope of services and contract duration are shown on [connect.digitec.ch](http://connect.digitec.ch).

Digitec connect does not guarantee the continuous availability of the options. Digitec connect reserves the right to extend, restrict, adjust or otherwise adapt the options at any time. If the customer makes use of such options, they will be notified of such changes in a suitable form (Section 10.3). The restriction or setting of an option has no influence on the portfolio of the contract or connection to which the option is assigned.

### 3.3 Warranty

Digitec connect guarantees the careful provision of the contractually agreed services. Digitec connect strives particularly for a high availability of its services. However, Digitec connect does not assume any guarantee or warranty for

- the uninterrupted and trouble-free functioning and safety of the infrastructure and its services,
- continuous and area-wide availability of services,
- specific transmission times, speeds or capacities,
- a specific availability, quality, operation and support of voice and data traffic, in particular on third-party networks or with connections to third-party networks,
- the integrity of data transmitted or received via the infrastructure of the system operator or the networks of third parties,
- content or services created by or accessible at third parties;
- the protection of the network infrastructure against unauthorised access or interception,
- the protection of the customer or his or her devices and data against harmful software, viruses, spamming, trojans, hackers, spyware, phishing or other criminal attacks actions of third parties,
- the avoidance of data loss,
- safety precautions on the infrastructure of the network operator to avoid damage to the customer's equipment,
- in the event of the customer moving, that the services can be offered at the new location to the same extent.

Further, digitec connect does not assume any responsibility for

- content which the customer has digitec connect transmit or edit or which the customer makes accessible to third parties,
- content that the customer receives via mobile networks,
- the accuracy, completeness, timeliness, legality and expedi-

ency, availability and timely delivery of information created by third parties, retrievable from third parties or made available via the services of digitec connect.

### **3.4 Mobile network, coverage and maintenance**

The network coverage stated by digitec connect is not binding. Gaps in mobile communications coverage can also occur in well-served areas and especially in buildings. For legal, technical or factual reasons, an existing mobile phone coverage at a certain location can deteriorate or be completely omitted.

WLAN is not part of the mobile network of digitec connect. Digitec connect and/or the network operator reserve the right to temporarily restrict or interrupt the services, e.g. due to maintenance and servicing work, the introduction of new technologies, the elimination of faults or due to capacity bottlenecks. The occurrence of such an event does not entitle the customer to extraordinary termination of the contract, an individual connection or options. Digitec connect, together with the network operator, strives to correct faults within its sphere of influence within a reasonable period of time during operating hours. If digitec connect is claimed by the customer due to malfunctions, the cause of which is not in the customer's infrastructure, the associated costs may be charged to the customer.

### **3.5 Roaming**

Phone calls and data connections as well as short message services (SMS/MMS) abroad are possible provided that these are the subject of the contractually agreed services and corresponding roaming agreements exist between the network operator and the foreign mobile communications providers. The respective scope of roaming services shall be determined by the offer of the respective roaming partner. Furthermore, mobile communications coverage abroad is dependent on the network of the respective roaming partner and its technical and operational capabilities. In countries with several possible mobile network providers, digitec connect or the network operator determines the respective roaming partner.

### **3.6 Bandwidths, speeds and technologies**

With regard to data traffic over the mobile network, there is no assurance as to bandwidths or transmission speeds. The bandwidths and transmission speeds stated by digitec connect are the best possible performance and cannot be guaranteed. The actual bandwidth or transmission speed depends, for example, on the network coverage, the location, the network load, the network quality, the network expansion, the device used and other factors and may be lower than the specified maximum data. The uninterrupted transition between different technologies cannot be guaranteed. Digitec connect or the network operator are entitled to discontinue older technologies after receiving prior information. There is no entitlement to a particular technology.

### **3.7 SIM card, telephone number and other addressing elements**

Replacement SIM cards or a change to another card format are generally subject to a charge. Digitec connect replaces defective SIM cards free of charge. If technically or operationally necessary, digitec connect is entitled to exchange the SIM card at any time. There is no entitlement to the allocation or retention of a specific telephone number or other addressing element. digitec connect makes the telephone number and the other addressing elements available to the customer for use. They do not become the property of the client and can therefore neither be sold, pledged, inherited nor otherwise transferred to third parties, unless digitec connect expressly agrees to this. Digitec connect may take back or change the telephone number or the other addressing elements

without compensation if this is required for official, operational, legal or technical reasons or in the event of disputes between private parties over telephone numbers. Subject to porting to another provider, the telephone number and the other addressing elements shall be returned to digitec connect without compensation upon termination of subscription to the corresponding service and may be assigned to other customers.

### **3.8 Blocking**

Digitec connect may block or restrict services in whole or in part without prior notice if

- there is an important reason (Section 2.2.3),
- the blocking or restriction is in the presumed interest of the customer, e.g. in the event of misuse by third parties,
- in the event of justified doubts as to compliance with the payment obligations pursuant to Section 5.3.

The customer will be informed of the blocking or restriction in an appropriate manner.

The blocking or restriction may be maintained until the reason for the block or restriction ceases to apply. If the customer is responsible for the reason for the blocking or restriction, the obligation of the customer to pay for the affected services remains unaffected during the blocking or restriction. In addition, digitec connect may charge the client a fee in accordance with the service fees published on connect.digitec.ch as well as the costs for a possible replacement SIM card for the blocking and unblocking of the service concerned, unless otherwise stipulated in the Telecommunications Act.

### **3.9 Support**

For support, a FAQ with frequent questions/answers as well as a contact form is available to the customer at connect.digitec.ch. In addition, the customer can contact digitec connect customer support (hotline) during business hours with support requests. digitec connect makes every effort to answer support requests as quickly as possible.

### **3.10 Caller identification and suppression**

The caller's or the called party's telephone number is always displayed, if technically possible, regardless of whether it is entered in a directory or not. The customer can suppress the number permanently or per call free of charge. For technical reasons, it is not possible to guarantee number display or number suppression in various cases, in particular for calls from a foreign network or to a foreign network and for SMS messages.

## **4 Prices, tariffs and fees**

The current prices, tariffs and fees published on connect.digitec.ch apply.

Service charges (e.g. charges for holder change, number change, information on illegal calls, etc.) and usage-based charges such as minute, data transfer and roaming charges can be changed without prior information. Digitec connect can also announce prices, tariffs and fees immediately before the use of a certain service.

The payment obligation usually begins with the activation of the respective service, e.g. with the activation of the connection. Unless otherwise stipulated in the contract or in the tariff overview or the tariff details, the following further provisions shall apply:

- In addition to the basic connection fee, the following will be charged: Connections abroad, connections in and from abroad, connections to special numbers and value-added services (e.g. 084x, 090x, 18xx), charges for additionally purchased data packages and service charges.

- Flat rates for voice calls apply only to calls within Switzerland.
- Voice calls that are subject to a charge are usually billed by the minute, per started minute.
- Calls from Switzerland to certain special numbers and value-added services abroad are blocked.
- Flat rates for SMS/MMS apply only to SMS/MMS sent within Switzerland. Value-added SMS/MMS services are also exempt from these flat rates in Switzerland.
- National and roaming data credits included in the basic subscription fee for the connection expire without compensation at the end of each calendar month.
- Remaining credit balances from additionally purchased national data packages are transferred to the respective next usage period and only expire without compensation upon termination of the contract or the relevant connection.
- Additionally purchased roaming data packages have to be activated within one month after purchase and have a duration of one month after activation. The activation takes place with the first data roaming in the corresponding roaming zone. The waiting period and the term of one month are determined by the number of calendar days of the respective month of purchase or activation and end at midnight of the last day of that month. Date and time of purchase, activation and expiration refer to the Swiss time zone and thus to Central European Time (CET).
- Charges for calls abroad may also apply if a customer uses a foreign mobile network in border areas within Switzerland.
- Voice messages (digitec connect mailbox) are irrevocably deleted after 15 days. digitec connect accepts no liability for deleted voice messages.

## 5 Invoicing and terms of payment

### 5.1 General

The invoices shall be based on the technical records of digitec connect. Digitec connect can combine different invoices of the customer and invoice minor amounts together with a subsequent invoice.

Open settlement units are billed as full units.

Only services for which billing data exists are taken into account in billing. Claims regarding subsequently supplied data, e.g. for roaming connections, can be asserted with later invoices. The amounts owed from the use of value-added services or the purchase of services from other third-party providers can be invoiced to the customer by digitec connect together with the invoicing of their own services. The provisions of this section 5 shall also apply if digitec connect is responsible for invoicing and collection on behalf of third parties.

Invoices are visible in the customer account.

Objections to an invoice must be sent by the client to digitec connect by e-mail within 30 days of receipt of the invoice, stating the reasons. For this purpose, the customer has the right to request proof of connection provided that he or she is the owner of the corresponding telephone number. If this is not done, the bill shall be regarded as accepted by the customer. If the objections only concern a partial amount of the invoice, the customer shall pay the unobjected partial amount.

Refund claims of the customer due to overpayments will be credited to the customer's invoice account and offset against the next invoice amount. Upon termination of the contract, all outstanding claims and amounts shall become due and payable.

### 5.2 Cash and cash equivalents

The customer undertakes to pay the invoiced amount by deposited valid credit card. Only credit card providers identified on con-

nect.digitec.ch will be accepted. No other forms of incoming payments will be accepted.

Invoicing or debiting of the credit card takes place monthly retroactively.

### 5.3 Default

If the customer does not fulfil his or her payment obligation, in particular because the debit cannot be carried out properly due to restrictions on the credit card on the part of the customer, the customer shall be in default immediately and without further ado. The delay shall also occur if the customer raises objections to a partial amount of the invoice but does not pay the partial amount not objected to.

Digitec connect reserves the right to charge default interest of 5%. In addition, the customer shall bear all costs incurred by digitec connect as a result of default in payment. In particular, after an initial free payment reminder sent by SMS or e-mail, the customer will be charged a fee of CHF 30.– per additional payment reminder. Digitec connect can call in third parties for collection at any time. The customer must pay minimum fees for this and pay these directly to the third party called in. In addition to the minimum fees, the customer must pay individual expenses and disbursements of the third party involved which are necessary for the collection. If the client is in default, digitec connect may, as far as legally permissible, interrupt the provision of services with regard to individual or all services, take further measures to mitigate damages and/or terminate the contract without notice and compensation.

### 5.4 Extraordinary usage behaviour

Digitec connect is not obliged to monitor the usage behaviour of the customer. If the customer's usage fees increase sharply, digitec connect shall be entitled, but not obliged, to inform the customer thereof, provided that digitec connect is aware thereof. In case of suspicion of abuse or doubt of the customer's willingness or ability to pay, digitec connect may immediately block all or individual services or demand security from the customer (e.g. in the form of an advance payment).

## 6 Duties/services of the customer

### 6.1 Payment

The customer is obliged to pay for the purchased services in due time.

### 6.2 Legal and contractual use and misuse

The services of digitec connect are intended exclusively for usual and average private use for private customers and exclusively for usual and average commercial use for business customers. This refers to the usual use of the connection in a mobile terminal for voice and data connections as well as SMS/MMS.

The customer is responsible for the legal and contractual use of the services. Furthermore, the services may not be misused.

The following in particular shall be deemed to be contrary to law or contract and/or abusive

- misuse or improper use of the services, i.e. for special applications such as monitoring applications, machine-to-machine and extension connections,
- the harassment or disturbance of third parties, in particular the obstruction of third parties in the use of telecommunications services,
- hacking (e.g. intrusion attempts into the infrastructure of third parties), spying on other users or their data and fraudulent attacks (e.g. phishing), the transmission or disclosure of illegal or immoral content,
- the commercial redistribution of the services or the provision

- of telecommunications services based on the services purchased,
- the use of the services to terminate calls on the mobile network of the network operator by means of GSM gateways or similar equipment,
- the establishment of permanent connections as well as connections which result in direct or indirect payments or other compensations by third parties to the customer,
- the forwarding of calls to short or value-added service numbers,
- the distribution of unfair mass advertising (spam),
- the distribution of harmful software (e.g. viruses, Trojans, etc.),
- the connection of incompatible devices to the infrastructure of the network operator,
- unauthorised access to or use of data, systems and network elements,
- excessive use that leads or may lead to system or network overload.

If digitec connect provides evidence or if there are indications that the use of the services by the client deviates considerably from the usual private or business use or if the client (or persons under their responsibility) uses the services in a way that is contrary to the law or the contract or abuses them, digitec connect is entitled to encourage the client to use the services in accordance with the law or the contract, to change the services without prior notice without compensation (e.g. conversion into another subscription), to block or restrict the services (e.g. by means of limits), to terminate the contract or the relevant connection within a specified period of time. The same applies in the event of incorrect or incomplete information provided by the customer during registration/ordering.

If there are signs of illegal, non-contractual or abusive use, the customer is obliged to provide digitec connect with information about the use. Furthermore, the client must inform digitec connect immediately via the contact channels indicated on connect.digitec.ch in the event of a detected or imminent misuse of the services (including such misuse at the expense of the client).

### 6.3 Responsibility for content

The client is responsible for the content of the information (voice, SMS/MMS and data in any form), which he or she has transmitted or processed by digitec connect or which he or she makes accessible to third parties.

### 6.4 Responsibility for use of connections

The customer is responsible for all use of its connections, including use by third parties.

In particular, the customer must pay all amounts invoiced as a result of the use of services purchased from digitec connect. This also applies to services or goods from third parties which were purchased or ordered via its connections (e.g. value-added services).

The customer has the possibility to obtain several connections from digitec connect. Customers are at liberty to use these themselves or to make them available to third parties for use. As the holder of the contract and the connection, the customer bears full responsibility at all times for the collection of the personal data of the connection holders in accordance with the law and the contract and free from misuse, and for the use of all connections administered in his or her customer account, as well as for the payment of all invoices resulting from the use of these connections. In the event of any illegal, non-contractual or abusive use of individual connections or in the event of payment arrears or

defaults, digitec connect shall be entitled to take appropriate measures for all connections assigned to the client.

If the customer provides connections or other services purchased from digitec to minors for use, he or she is responsible for compliance with the relevant provisions for the protection of minors. Within the scope of technical possibilities, digitec connect makes blocking options available.

### 6.5 Devices of the customer

The use of the services requires the use of suitable devices (e.g. smartphones or tablets) by the customer. The customer is responsible for the purchase, installation, functionality and legal conformity of these devices. digitec connect does not grant the customer any investment protection. Digitec connect and the network operator are entitled to access the devices used by the customer for the purpose of configuration, maintenance or optimisation or expansion of their services in the form of remote maintenance via the mobile network and to view, change, update or delete technical data or software available there. In the context of remote maintenance, digitec connect or the network operator gain access to those files of the customer which are directly related to the configuration of the device as well as the services. Digitec connect is not liable for any damage to the customer's equipment occurring after remote maintenance.

### 6.6 Security instructions, passwords, etc.

The client must follow the security instructions provided or published by digitec connect. In particular, the customer must regularly secure data and carefully store access data (login), passwords and PIN and PUK numbers and not pass them on to unauthorized third parties. PIN and PUK numbers must also be stored separately from the customer's devices or the SIM card. PIN numbers must be changed regularly.

If access data (login), passwords, PIN and PUK numbers or a SIM card are lost, digitec connect must be notified immediately. Up to this point in time, the customer must in any case pay for the services purchased via the corresponding connection (e.g. in the event of interim use of the connection by unauthorised third parties).

The customer has to protect his or her devices and data against unauthorised access by third parties. The customer shall take state-of-the-art measures to prevent his or her equipment from being used for the distribution of illegal or otherwise harmful content, in particular unfair mass advertising (spam), fraudulent messages (phishing e-mails/SMS) and harmful software (viruses, trojans, etc.).

The electromagnetic fields caused by the client's devices can interfere with the functioning of other devices such as hearing aids, pacemakers and household appliances. In order to prevent malfunctions, the safety measures specified by the manufacturers must be observed. Customers must inform themselves about and comply with any prohibitions and restrictions on use (e.g. road traffic, air traffic).

### 6.7 Customer information

When registering/ordering, customers must prove their identity by means of a passport, an identity card or a foreigner's identity card as defined in Articles 71 and 71a of the Ordinance of 24 October 2007 on Admission, Residence and Gainful Employment (OASA).

The customer is obliged to keep his or her contract, invoice and e-mail address in the customer account as well as the details of those persons to whom the customer provides connections for use up to date at all times.

The e-mail address given by the customer and stored in the customer account is the primary delivery address of the customer.

Accordingly, digitec connect usually transmits contract-relevant information (e.g. invoices, reminders, changes to services and/or contract conditions, operational information such as maintenance work, etc.) to this e-mail address or makes this information available to the customer in another suitable manner (e.g. in the customer account). Information transmitted or made available in this way shall be considered as validly delivered.

Digitec connect is entitled to withhold its services until the customer has entered the data correctly and completely and has proven their identity. The customer's obligation to pay for the services remains unaffected.

## **7 Liability of digitec connect**

In the event of breaches of contract, digitec connect is liable, unless it can prove that it is not at fault, for proven direct material damage and financial loss per damage event up to the equivalent of the services purchased during the last contract year for the affected connection, up to a maximum of CHF 50,000.–. Liability for indirect or consequential damage, in particular loss of profit and loss of data, is excluded to the extent permitted by law. Furthermore, digitec connect is not liable for damages resulting from illegal, non-contractual or improper use of its services by the client (or persons under their responsibility).

Digitec connect assumes no liability in cases of force majeure or for damages for which digitec connect or the network operator are not responsible or which are caused by the blocking or termination of services. Force majeure includes all unforeseeable events and events for which neither party is responsible, including in particular power failures and the occurrence of harmful software (e.g. viruses). In cases of force majeure, digitec connect is also released from its obligation to perform.

## **8 Third-party services and goods**

If the customer purchases services or goods from third parties (e.g. value-added services) via his or her connection, the customer concludes the contract for such services or goods with the third party in question, unless otherwise agreed, and the terms and conditions of the contract apply. In this regard, digitec connect is not the customer's contractual partner, neither with regard to the services or goods purchased nor with regard to payment, does not assume any liability or warranty for the services or goods and cannot be held liable for them nor provide any information. In such cases, digitec connect's services are limited to providing technical access to the third party concerned. Digitec connect can however – depending on the design of the respective offer – demand the corresponding fees for this third party (e.g. on its invoice) and carry out the collection. The customer may arrange for digitec connect to block value-added services that are obtained via the digitec connect connection and charged to the digitec connect invoice (in particular 090x numbers and SMS/MMS short numbers). The blocking may include all relevant value-added services or only those for adult entertainment.

## **9 Data protection**

How digitec connect processes the customer's data and what influence the customer has in this respect is recorded in the «Privacy policy» available at [connect.digitec.ch](http://connect.digitec.ch).

## **10 Further provisions**

### **10.1 Intellectual property**

For the duration of the contract, the client receives the non-transferable, time-limited and non-exclusive right to use the agreed services of digitec connect in accordance with the contract. The content and scope of this right are set out in the contract documents.

The customer is not entitled to any further rights.

All rights to existing intellectual property or intellectual property arising from the performance of the contract with regard to digitec connect services and products shall remain with digitec connect or the respective authorised third party. If the client violates intellectual property rights of third parties and digitec connect is held liable, the client must indemnify digitec connect in full.

### **10.2 Transfer**

The transfer of the contract or of rights or obligations from the contract by the client requires the written consent of digitec connect. Digitec connect is entitled to accept a change of party where the parties give their consent orally or on [connect.digitec.ch](http://connect.digitec.ch). Digitec connect is entitled to transfer the contract or rights and obligations arising from it to third parties without the consent of the customer. Furthermore, digitec connect is entitled to transfer or assign claims from the contract to third parties for collection purposes without the consent of the client.

### **10.3 Change of services and contractual conditions**

Digitec connect reserves the right to change the services and/or contractual conditions (including prices, tariffs and fees as well as these GTC) at any time or to discontinue individual services. The client will be informed of any changes in a suitable manner (e.g. via e-mail, on the invoice or on [connect.digitec.ch](http://connect.digitec.ch)). Digitec connect notifies the customer of changes which are associated with a considerable disadvantage for the customer (e.g. a considerably higher price of the basic charge for the connection, the adjustment of the connection, the discontinuation or essential restriction of a service), in good time in advance. In this case, the customer may terminate the contract at the time the change takes effect without incurring any costs. If the change relates to a specific benefit (e.g. an option), the right of termination refers exclusively to this benefit. If the customer fails to terminate the contract, the changes shall be considered accepted. Price adjustments resulting from a change in legal requirements (e.g. an increase in the VAT rate) and price adjustments made by third parties (e.g. value-added services) do not entitle customers to terminate the contract. Digitec connect can submit one of the following replacement offers to the customer after receipt of the termination:

- the full or partial continuation of the existing contractual conditions or
- the compensation of the additional costs incurred by the customer as a result of the change by appropriate means.

If digitec connect lowers prices, it can simultaneously adjust any discounts granted.

Any changes requested by the customer or customer-specific collateral agreements, changes or supplements require the written consent of digitec connect.

### **10.4 Settlement**

The client waives his or her right of set-off with regard to all claims against digitec connect.

## **11 Applicable law and place of jurisdiction**

The contract shall be governed by the laws of Switzerland. **Place of jurisdiction is Zurich.** Mandatory places of jurisdiction (e.g. in the case of consumers the place of jurisdiction at their domicile in accordance with Art. 32 ZPO) remain reserved.