

General Terms and Conditions



1. Scope of validity

These general terms and conditions (hereinafter referred to as "swype GTC") apply to all services and products (hereinafter referred to collectively as "Services") that Sunrise UPC GmbH (hereinafter referred to as "swype") provides to the customer under the "swype" brand name. The nature and scope of the contractual services are set out below in the special terms and conditions for the respective services, the provisions of the respective contracts, and the current service descriptions and offer conditions present in brochures or on www.swype.ch ("swype website"). Para. 2 remains reserved. These GTC shall be regarded as accepted by the customer when the relevant services are obtained at the latest.

2. Prices

The prices for products and services valid at the time the contract was concluded shall apply, as will the fees for other services on swype.ch or on the platforms on which the swype app is offered.

3. Mobile network and services

The network coverage indicated by swype is not binding. We cannot guarantee the continuous and comprehensive availability of services, either domestically or abroad, as they can also be influenced by factors that are beyond the control of swype. Gaps in signal coverage can also occur in areas that have good coverage. swype reserves the right to temporarily restrict or discontinue services for any reason, such as maintenance work on the network, capacity bottlenecks, malfunctions in the facilities of swype or third parties, energy shortages, etc. swype endeavors to remedy any disruptions that are within its sphere of influence as soon as possible. Calls abroad are possible as far as swype has a roaming contract with foreign mobile service providers. The scope of the roaming services is determined by the foreign provider's offer. In countries with several possible providers, swype shall determine the prevailing roaming partner. swype does not guarantee any minimum availability for data traffic on its mobile network. The bandwidths and transmission speeds listed represent best-case performance and cannot be guaranteed. The actual Internet speed is dependent on factors such as network coverage, network utilization, network quality, and network development, and may be lower than the maximum data indicated.

4. Service options

Service options for mobile services include additional supplementary features or benefits and are billed either daily or monthly. The availability of individual service options according to the subscription, their scope of service, and the duration of the contract can be found on the swype website and in the swype overview of rates. swype reserves the right to extend, restrict, discontinue, or otherwise alter service options at any time. The underlying contract is not affected by the restriction or elimination of a service option. The cancellation of a service also covers all the service options associated with the canceled services. The cancellation of a service option does not affect the underlying service.

5. Phone number, SIM card

The identity of the customer shall be registered in accordance with the legal requirements. The connection will not be activated before the registration process has been completed. Customers are not entitled to keep an assigned phone number or pass it on to third parties. swype may revoke or change assigned phone numbers if legal, regulatory, operational, or technical reasons require them to do so. There is no entitlement to compensation. After termination of the contract, the phone number will revert to swype, subject to a port. SIM cards are for personal use and may not be transferred or sold to third parties. The caller's number will always be displayed for the person being called to see. swype can initiate a temporary or permanent phone number suppression on request. However, for technical reasons, this cannot be guaranteed, especially not for SMS, calls from or to foreign networks, or emergency numbers. As a general rule, replacement SIM cards or switching to a different card format will incur a charge. Temporary SIM cards will be deactivated once the phone number porting process has been successfully completed.

6. General rate details

Unless otherwise stipulated in the service descriptions, the following provisions apply:

- As a basic principle, connections to special numbers (e.g., 084x, 090x, 18xx) are not possible. Connections to other countries, connections in and from other countries are only possible in certain countries by means of a further fee-based service option.
- SMS/MMS flat rates only apply to SMS/MMS messages sent within Switzerland.
- Data quotas, set recording capacity, or included credit balances that remain unused for a specific billing period will expire and are not rolled over to the next billing period.

- Calls from Switzerland to all value-added services or special numbers abroad can be blocked.
- For mobile Internet connections, inclusive MB/GB is for use in Switzerland only. Mobile Internet connections abroad are only possible in certain countries by means of a further fee-based service option.
- Daily tariffs are valid for 24 hours starting from the time of activation.
- Voice messages are deleted after eight days. swype assumes no liability for information that is deleted or otherwise lost. The speed of mobile Internet can be reduced after using a certain daily or monthly data volume in accordance with the product description in the overview of rates.

7. Obligations of swype

When it comes to delivering the agreed services, swype is free to choose any technical resources it deems suitable, unless otherwise agreed on by contract. These technical resources include, for example, infrastructures, platforms, transmission technologies and protocols, and user interfaces. swype strives to ensure its services and networks are of perfect quality. Network disruptions that occur within swype's sphere of influence will be resolved as quickly as possible. swype is released from its service obligation in cases of force majeure. Force majeure is defined as all unforeseeable events as well as such events whose effects on the fulfillment of the contract are not the responsibility of either contracting party. swype is not obliged to monitor the consumption of services. If the customer's user charges increase excessively, swype is authorized, but not obligated, to inform the customer.

8. Obligations of the customer

For the duration of the contract, the customer is obligated to use the services of swype in a manner that is in accordance with the contract, and to pay for the services provided in advance. When applying/registering, the customer must prove their identity by means of an official identification card, keep swype up to date with their current name and address details at all times, and declare any changes to these details immediately, either online or in writing. swype is entitled to withhold its contractual services until the customer has provided this data accurately and in full, and has given proof of their identity. The customer's obligation to pay for the services remains unaffected. The customer must follow all security instructions recommended by swype. In particular, they must protect their devices from unauthorized access by third parties, regularly protect themselves against data loss, and store access data, passwords, or PIN numbers carefully, ensuring they do not disclose them to third parties. If the customer loses their access data, passwords, PIN numbers, or a SIM card, they are to notify swype immediately. Until this time, the customer will, in any event (e.g., if a third party uses the services), be obligated to pay for the services related to the corresponding connection.

9. Payment, activation

The prices for services are charged directly in advance using the specified payment method (credit card or TWINT). The charges will recur automatically until the customer cancels the service on the swype platform. In addition, the terms of the respective payment provider shall also apply. Reasoned objections to charges must be justified to swype within 30 days. Otherwise, the charges shall be considered to have been accepted. The connection will only be activated subject to prior registration of the customer (in accordance with the legal requirements) and due payment of the services.

10. Data protection

In the context of providing services for the customer, swype may collect personal data itself, obtain such data from third parties, store, process and pass it on to third parties, while at all times observing the legislation in force regarding the protection of data.

To the extent permitted by law, or if there are prevailing interests on the part of swype, or if the customer provides consent, swype can process the personal data collected for the following purposes:

- a) to verify that the conditions for concluding a contract are met;
- b) to fulfill contractual obligations in respect of the customer;
- c) to maintain, develop, and preserve customer relationships;
- d) to individualize services or provide personalized content e.g. by conducting research on demographics, user behavior, and user interests;
- e) for address validation purposes;
- f) to prevent unlawful use of services (in particular to prevent fraud when the contract is concluded and during the term of the contract);
- g) for billing and collection purposes, and for assessments of credit rating and creditworthiness;
- h) for advertising, designing and developing swype products;
- i) for publication in directories.

If the customer obtains services at swype from a third party, swype shall be permitted to pass on those customer data to the third party for processing, which the latter needs in order to fulfil the contractual obligations to the cus-

tomer. Should swype involve third parties from Switzerland and abroad, these are contractually obliged to comply with the necessary measures in accordance with applicable data protection law. For additional information on the use of personal data, please refer to the Data Privacy Statement available at www.swype.ch/dp.

11. Misuse

Services must not be used in an improper manner, contractually or lawfully speaking. The following examples are considered to be particular instances of improper use

- a) Using the services in an unauthorized way
- b) Reselling or free provision of services
- c) Using the services to schedule calls on the swype mobile network by means of GSM gateways or similar equipment
- d) Creating connections or continuous connections that result in direct/indirect payments or other compensatory payments being made to the customer by third parties
- e) Forwarding connections to short codes or VAS numbers
- f) Proliferating mass advertising or harmful software
- g) Connecting incompatible devices to swype's infrastructure
- h) Unauthorized access to/unauthorized use of data, systems and network elements
- i) Excessive use that can lead to a system overload or network congestion.

The resale or provision of services to third parties may only take place with the prior written consent of swype. Enterprises that are affiliated with a customer are also considered third parties within the meaning of this clause. The customer shall indemnify swype third-party claims that are the result of the customer misusing the services. If an act of misuse takes place that is of detriment to the customer, swype is to be informed immediately.

12. Blocking

swype may block all or part of its services without prior notice, or restrict them to certain services, if there is an important reason pursuant to para. 15, or if the blocking is in the presumed interest of the customer, e.g., if the services are being abused by third parties. The customer will be informed of the block via an appropriate medium of communication. The block can be maintained until the reason for the block has been rectified. If the customer is responsible for the reason behind the block, the customer's obligation to pay for the service during a block remains unaffected, and the customer can be charged for any costs associated with a replacement SIM card (e.g., blocking and unblocking).

13. Liability

swype accepts no liability for force majeure or damage that is either beyond the control of swype or that resulted from the blocking or cancellation of services. Otherwise, in the event of a breach of contract, swype will pay compensation for property damage and financial loss culpably caused by swype for each loss event up to an equivalent value of the services provided during the last year of the contract, up to a maximum of CHF 50,000. Liability for indirect or consequential damages, as well as lost profits and data losses, is excluded in all cases.

14. Cancellation

The customer can cancel their subscription on the swype platform at any time, with the subscription then ending at the end of the current contractual month. The customer can enter back into the subscription at any time using the same phone number, subject to the connection or the phone number being blocked due to a prolonged period of disuse. If a mobile connection is unused for twelve months, swype is entitled to block the mobile connection without notice. If the customer does not request reactivation of the connection within the next six months, swype reserves the right to cancel the contract and reclaim the phone number so that it can be reissued

15. Cancellation for good cause

If there is strong justification for doing so, swype is entitled to terminate either the corresponding contracts with the customer or all/individual services contained therein without notice. Good cause shall be deemed to exist, in particular, when

- a) There are indications that the customer is using the services for purposes that do not comply with the contract
- b) A judicial authority orders swype to stop providing the service to the customer
- c) The use of the networks of swype or third parties is interfered with by the customer

- d) There is reason to believe that the customer provided incorrect or incomplete information when they signed the contract
- e) Prevailing public interests require it
- f) There is a case of misuse according to para. 11. The customer will be charged a fee to reactivate a cancelled contract. If there is good cause, the customer has the right to cancel the relevant contract with swype without notice. Good cause shall be deemed to exist, in particular, when
 - g) swype culpably commits a continuing fundamental breach of contract and does not rectify the issue, despite ample warning from the customer
 - h) The network is unavailable at the customer's place of residence, place of work, or place of business for more than seven days (except in cases of force majeure)
 - i) The customer moves and is no longer able to utilize the service at their new place of residence
 - j) In the event the customer dies.

16. Changes to the terms of contract by swype

swype reserves the right to change the terms of contract at any time if swype has legitimate interests that justify it doing so. Customers will be informed of any changes in an appropriate manner and with a reasonable advance notice of up to 30 days. The customer must accept changes to the contract terms for technical and operational reasons, as long as these are beneficial for the customer or result in a negligible decrease in services without affecting any substantial provisions of the contractual relationship. Furthermore, amendments that are necessary as a result of statutory requirements (e.g., increase of the sales tax or copyright levies) or judicial orders shall be admissible. If, in other cases, swype changes the prices or services, and either the total charge (price) for the customer becomes higher or individual services end up being significantly diminished, the customer can terminate the contract or the corresponding services as of the date the change(s) took effect.

17. Other agreements

swype relays all business correspondence electronically via e-mail or SMS. The e-mail address provided by the customer and on file in their customer account is considered to be the customer's delivery address. A message is regarded as received when it is received by the device, regardless of whether it is the customer or another person using the device at that time. At any time, swype may bring in third parties, either from Switzerland or abroad, to help fulfill the contract. The customer waives their right of offset with respect to all claims against swype. swype can transfer the contract to third parties without the customer's consent.

18. Jurisdiction and applicable law

The contract is governed by Swiss law. The place of jurisdiction is Zurich. Mandatory jurisdictions of federal law remain unaffected.

5.2021

PROVISIONS FOR PROPER USE OF MOBILE INTERNET



1. SCOPE

swype as a brand of Sunrise Communications AG offers unlimited 4G and/or 4G+ high-speed Internet access with most of its mobile subscriptions. Our customers form a community that shares a certain set bandwidth volume on the antenna cells of the swype mobile network.

Even though network performance is constantly improving, there are physical and technical limitations to network capacity, meaning that bottlenecking may occur on individual antenna cells during time periods where there is high traffic.

In the interest of ensuring that all customers get the best possible service, swype therefore asks that customers use mobile Internet in accordance with the applicable provisions and to a reasonable extent.

The following provisions and measures have been established in order to ensure that all users can enjoy the best possible user experience, to guarantee stable network availability, and to make sure that swype can continue offering its unlimited services at low prices.

2. IMPROPER USE

Proper use of the swype mobile subscription includes mobile usage of smartphones, tablets, laptops, smartwatches, and other mobile devices. The hotspot functions (tethering) of mobile devices are intended only for personal mobile connectivity.

Unless otherwise explicitly specified, mobile subscriptions are not intended to completely replace landline Internet. This applies, for example, to stationary use of a SIM card in a router or hotspot device. Any usage that cannot be considered proper use is misuse. In such cases, swype may discontinue or limit services or take other suitable measures (also see Fig. 11, 17).

3. NETWORK MANAGEMENT IN THE CASE OF EXCESSIVE USE

Unlimited services generally grant unlimited* use, as long as unusual and excessive use is not maintained over a longer period of time.

Excessive use of mobile network services can cause capacity problems and impair network performance, which has a direct effect on other mobile network customers' user experience. In order to prevent this situation, swype will temporarily deprioritize the 4G and 4G+ data traffic of customers who reach a certain limit value:

- First deprioritization: A first deprioritization is carried out for customers whose monthly data usage is higher than 97% of all other customers, based on an average determined on a quarterly basis (status Sept. 2019: approx. 40 GB per month).

- Second deprioritization: An additional deprioritization is carried out within the same month for customers whose monthly data usage is higher than 99.98% of all other customers, based on an average determined on a quarterly basis (status Sept. 2019: approx. 500 GB per month).

Customers whose data has been deprioritized may notice reduced mobile speed at locations and times of day when the mobile network is overloaded this generally only becomes noticeable when carrying out more data-intensive activities. On antenna cells that are not overloaded, deprioritization will have no effect on broadband speed.

The first deprioritization will occur as soon as the specified limit value has been reached in a certain month. If the second limit value is reached in the same month, then the second deprioritization will occur.

swype reserves the right to take additional measures in addition to the second deprioritization, such as a throttle data speed in the entire network on a case-by-case basis.

At the beginning of the next month, the customer's use status is reset and deprioritization completely reversed.

Also, swype may undertake other network management measures as well as product, use, or country-specific prioritizations if such prioritizations are necessary in order to maintain stable network availability.

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