

# General Terms and Conditions (GT&Cs) for Business Mobile Services

## **1 To which UPC services do these GT&Cs apply?**

- 1.1 These GT&Cs are integral to each offer or contract document for UPC's Business Mobile Services.

## **2 What issues in general should you consider when using the services?**

- 2.1 Under these terms and conditions, you are free to use the services in the normal manner. If your use exceeds normal personal levels, UPC reserves the right to suspend or restrict use in order to ensure unrestricted use for all customers to the greatest extent possible.
- 2.2 You are responsible for ensuring that the services offered are used lawfully and in accordance with the contract, even if they are actually used by a third party.
- 2.3 Through our services we provide you with access to media content for which we are not responsible. You are responsible for ensuring that no minors shall be able to access unsuitable content.
- 2.4 You shall be personally responsible for the terminal devices used including accessories.
- 2.5 For the purpose of optimising and expanding the services, UPC is authorised to load data and software onto your SIM (cards) at any time. If required for technical or operational reasons, UPC may arrange for the replacement of the SIM cards.

## **3 What specific obligations arise for you as a result of using the mobile services?**

- 3.1 You are obliged to disclose your current data, in particular name and address to UPC at any time and inform us about corresponding changes without undue delay. You must take responsibility in any case for the use of your connections, the use of passwords and for the accessing of the services made available. To keep the risk of improper use as low as possible you shall keep all contract data such as PIN and PUK code as well as other codes and passwords secret and make these available to nobody. The disclosure of PIN and PUK code to the corresponding end users of the SIM (cards) within your company remains reserved. The SIM (cards) delivered to you under the terms of your mobile contract must be stored securely. In the event of failure to comply with this safekeeping provision, you shall be liable for all resulting damage.
- 3.2 Please report to us the loss or theft or your (SIM) cards as quickly as possible. Up until the time at which the loss or theft is reported, you shall be liable for all resulting costs.
- 3.3 You may not assign rights and duties under this contract to a third party except with UPC's written approval. UPC may withhold its approval without stating reasons.

## **4 What kind of usage is not permitted?**

- 4.1 You undertake to refrain from activities that infringe statutory or contractual provisions or third party rights, such as
- resale of the services;
  - unwanted advertising calls, the sending of spam, in particular unwanted or unsolicited advertising e-mails, junk mails or any other unsolicited messages;
  - special applications, such as machine-to-machine, GSM Gateway, direct dialling and continuous connections;
  - use of the services as a provider of mobile premium services / mass communication services;
  - redirection/forwarding of short-term or mobile premium service numbers; as well as
  - the dissemination of malware of any description.
- 4.2 In the event of any violations, we shall be authorized to discontinue our services with immediate effect and to extraordinary termination of the contract.

## **5 What mobile services can we provide you with?**

- 5.1 Our mobile service offering is intended for the use stipulated in the contract.
- 5.2 It is your responsibility to ensure that the terminal devices are fit for purpose for our services.
- 5.3 UPC cannot accept any warranty for its services operating free from interruption and interference or for specific transfer times and capacities, nor for affording its network absolute protection against unauthorised access or unauthorised eavesdropping.
- 5.4 UPC may engage the services of third parties at any time or assign all or part of the contract and the corresponding rights and obligations to a third party without your approval in performance of the contract, if these parties assume the responsibility for the provision of the services.

## **6 What do you need to be aware of regarding the stated mobile internet speeds?**

- 6.1 The advertised internet speeds are maximum figures. Among other things, the speeds actually achieved depend on your mobile phone and mobile network quality.

## **7 What should you do if you have any questions related to billing?**

- 7.1 Please let us know of any objections relating to an invoice at the latest prior to expiry of the payment deadline indicated. Following expiry of the payment deadline, we may charge you default interest of 8% per annum on the outstanding amount in arrears along with reminder fees of CHF 30. In addition, we may discontinue our services with immediate effect and terminate the contract with you and invoice you for the amounts owed up until the ordinary contract termination date.
- 7.2 If UPC engages a third party with the collection of outstanding invoice amounts, minimum fees must be paid directly to the third party consulted. In addition, individual outlays and out-of-pocket expenses that are necessary for the collection must be reimbursed.
- 7.3 We may charge you a handling fee (lump-sum of up to CHF 90) in order to reconnect a service if responsibility for the deactivation lies with you.
- 7.4 We may pass on to you costs arising for the issue of hard copies of invoices and payments at a post office counter. Cost-free payment methods are shown at [upc.ch/bill](http://upc.ch/bill).
- 7.5 You can find a fee schedule under: [upc.ch/servicefees](http://upc.ch/servicefees).
- 7.6 We reserve the right in specific individual cases to impose or alter credit limits, advance payments or other guarantees. If you reach your credit limits UPC may block all of your mobile services.
- 7.7 Claims that you are asserting against us cannot be offset against our claims against you.
- 7.8 If a third party provider's chargeable additional services (e.g. mobile premium service numbers such as 09xx) are obtained, UPC may carry out the collection for the third party provider. If you have any questions or complaints relating to such invoices we request that you contact the relevant provider directly.
- 7.9 We would like to point out to you that they may request UPC to block outgoing connections with chargeable mobile premium services (09xx numbers, SMS and MMS premium services) completely or restricted to services with erotic or pornographic content.

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## **8 How long will your contract run and how can you terminate it?**

- 8.1 The contract shall enter into force upon its signing. The contract term shall commence on the date of the transferring of the mobile number(s) to UPC resp. in the case of new mobile numbers upon receipt of the SIM card(s). If the customer wishes to port his or her number to UPC, but this is not possible for reasons beyond the control of UPC, the contract shall be valid with the number assigned by UPC. The contract shall remain in force for at least as long as the minimum contract term stipulated in the contract, and shall subsequently continue for an indefinite period. Unless provided otherwise in the contract, upon expiry of the minimum term you may terminate the contract in writing subject to complying with one (1) months' notice of termination to the end of a month.
- 8.2 In the case of contracts with several subscribers (SIM cards) after expiry of the minimum contract term the subscriptions may also be terminated individually subject to complying with the contractual notice periods.
- 8.3 Should you terminate the contract prior to expiry of the minimum contract term, we shall be entitled to invoice you for the service charges due until the end of the minimum term.
- 8.4 Notwithstanding the minimum contract term, UPC reserves the right to terminate the contract subject to complying with one (1) months' notice of termination to the end of a month.

## **9 What happens if the contract is amended to your disadvantage during the contract term?**

- 9.1 From time to time we will adjust our services and prices in line with altered circumstances. If we make any amendments to the contract during the contractual term that are significantly detrimental for you (e.g. price adjustments), we will inform you of such changes in good time, as a rule at least 30 days in advance. Until the relevant change takes effect, you will have an extraordinary right to terminate the contract at the time it is to be amended. Unless we receive written notice of termination before this time, we will assume that you accept the change if you continue to use the services.
- 9.2 If you have obtained a UPC device under your mobile service contract and make use of the extraordinary right of termination due to a contract amendment, the not-yet-paid-off amount for the device shall continue to be owed and shall be due with immediate effect.

## **10 What is our liability towards you?**

- 10.1 We cannot guarantee that our services can be used free from malware. You shall be personally responsible for the necessary security technology measures as regards your devices.
- 10.2 At all events, we shall only be liable for losses that you incur in connection with our services in the event of an intentional or grossly negligent breach of contract. Any further liability for indirect or consequential losses of whatever nature (loss of profit, failure to realise savings, etc.) shall be excluded. In the event of third parties prosecuting us as a consequence of illegal activities over your connection pertaining to the use of our services, you warrant that you shall indemnify us in full.
- 10.3 We accept no liability for services or goods that you have procured or ordered in connection with mobile premium service numbers.
- 10.4 By the same token, we accept no liability for the loss of data on defective devices.

## **11 How is your data protected?**

- 11.1 We undertake to treat your data with care and to use them in accordance with Swiss data protection law.

- 11.2 You agree that we are entitled to pass your personal data on to third parties whom we have appointed to handle customer relationships or collect outstanding invoice amounts. You further agree that we may use your customer data for marketing purposes for ourselves, our parent companies and subsidiaries as well as for partner networks and partner companies we have appointed, both domestically and abroad, for our marketing purposes, unless you have expressly forbidden us in writing from using your data for marketing purposes. You also agree with UPC carrying out a credit check before activating the services. On the strength thereof, UPC shall be entitled if need be to refuse to provide you with the service.

## **12 From when do these GT&Cs apply and what is the applicable law?**

- 12.1 These GT&Cs shall enter into force with effect from 26.04.2017. If any individual provision of this agreement is invalid now or in the future, this shall not affect the validity of the remaining provisions hereof. The courts of Zurich will have jurisdiction, subject to any other places of jurisdiction e.g. for consumers.