



# General Terms and Conditions (T&C) for mobile services

August 2022

## **1. When do these General Terms and Conditions (T&C) apply to you?**

These T&C are integral to each registration or contract document for UPC's mobile services.

## **2. What in general should one look out for when using the services?**

Under these terms and conditions, you are free to use the services in a private capacity. 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.

Our services enable you to access media content for which we are not responsible. We draw your attention to the fact that you bear sole responsibility also that no minors shall be able to access unsuitable content.

You shall be responsible for using the services offered, even if the use is by third parties.

You shall be personally responsible for the terminal devices used, including accessories.

## **3. What specifically should one look out for when using mobile telephony and mobile Internet services?**

You undertake to refrain from activities that infringe statutory or contractual provisions or third party rights, such as:

- 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, direct dialling and continuous connections and the dissemination of malware of any description.

In the event of any violations, we shall be authorised to

discontinue our services with immediate effect and to extraordinary termination of the contract.

You shall be obliged at all times to notify UPC of your current particulars, especially name and address, and make any changes online without delay. In any event, you shall be liable for the use of your connection and passwords, or for accessing the service provided. You will keep all contract data secret, such as PIN and PUK code and other codes and passwords, and will not give anyone access to them. Failure to comply with this safeguard clause shall render you liable for any consequential loss. You may only assign rights and obligations arising from this contract to third parties with UPC's prior written consent. UPC may withhold consent without providing any reasons.

UPC may assign the contract and the rights and obligations that go with it wholly or in part to third parties without your consent provided that these parties assume responsibility for providing the services. UPC shall be authorised at any time to load data and software onto your SIM card for the purpose of optimising and enhancing our services. Where technical or business reasons dictate, UPC may arrange for your SIM card to be replaced.

## **4. Which telephony services can we provide you with?**

Our service offering is intended for use in accordance with the particular registration or contract document. It is your responsibility to ensure that the telephone is fit for purpose for our service. 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. UPC may involve third parties at any time in performance of the contract.

UPC may set and amend credit limits, prepayments or securities. If you reach your credit limit, UPC may block all of its mobile services, but is not obliged to do so. UPC shall notify you of what means of payment you may employ in order not to exceed the credit limit or else return within it. As soon as such payments are recorded in UPC's settlement systems, they will be applied to the next invoice. Invoices already issued, however, are to be paid in full, irrespective of such payments. Should UPC have any doubts as to compliance with the payment terms and conditions under the terms of the contract or in the event of it becoming more difficult to collect receivables, UPC may also demand a prepayment or security. Should you fail to make the prepayment or provide the security, UPC may enact the same measures as in the event of late payment.

You may demand that UPC block all outbound connections with paid-for premium rate services (090x numbers, SMS and MMS premium rate services) or else restrict such blocking to services containing erotic or pornographic material.

## **5. What should one look out for with the stated mobile Internet speeds?**

The Internet speeds we quote are maximum values, the achievement of which we cannot guarantee. Among other things, the speeds actually achieved depend on your mobile phone and mobile network quality.

## **6. What should one look out for with invoice-related matters?**

Please notify us in writing of any invoice-related complaints no later than 10 days after receipt, failing which you shall be deemed to have accepted the invoice and must pay it by the stated payment deadline.

Upon expiry of the payment deadline, you will be in arrears. In this case, we shall be entitled to charge you interest of 5% per annum on the outstanding amount in arrears as well as reminder fees of CHF 25.-. We may also suspend our services with immediate effect and terminate the contract with you and invoice you for service charges due up until the ordinary contract termination date, as well as for other costs.

In the case of extraordinary contract terminations we may invoice you for fees that are due up until the expiry of the ordinary contract term.

We may charge you a handling fee (a minimum of CHF 90.-) for reactivating a service if responsibility for the deactivation lies with you.

In the case of paid-for premium rate numbers (e.g. 09xx) our involvement is limited to collections. In the event of any questions and complaints relating to such invoices we therefore request that you contact the relevant provider directly.

UPC is committed to the responsible use of resources and endeavours to convert to paperless billing when concluding new contracts. Should you prefer hard copy invoices, we are entitled to charge fees for these invoices.

Claims that you are asserting against us cannot be offset against our claims against you.

## **7. What is your contract term and how can you terminate it?**

The contract shall enter into force upon signature. The minimum contract term shall commence upon activation of the mobile services, as explained in the contract. The contract shall remain in force for at least as long as is stipulated in the contract under the heading contract term, and shall subsequently continue for an indefinite period. Upon expiry of the minimum term you may terminate the service in question subject to complying with 2 months notice of termination to the end of a month. **Contracts may only be canceled by telephone (0800 900 210, toll-free within Switzerland) or via UPC chat. See [upc.ch/cancellation](http://upc.ch/cancellation) for details. Cancellations in the form of letters and e-mails are not valid.**

Written cancellations are still accepted in the case of cancellation with phone number porting, provided such written cancellation is submitted by the new provider in electronic form on behalf of the customer within the context of the porting process

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.

Notwithstanding the minimum term, UPC reserves the right to terminate the contract subject to complying with 2 months notice of termination to the end of a month.

## **8. What is the situation if we amend the contract to your disadvantage during the contract term?**

We reserve the right to amend our prices and T&C at any time and upgrade our services to the state of the art.

If during the contract term we enact price increases or amend the T&C significantly to your detriment, we shall inform you of these adjustments in an appropriate form. Failure on your part to notify us in writing within 14 days of receiving this information that you do not accept the amended terms and conditions shall be construed as your acceptance of these changes. If you pay an invoice containing the new prices without a written proviso, this shall be deemed your acceptance of these changes. If you do not wish to accept a price increase or contract amendment that is significantly to your detriment, you may terminate the contract as of the date upon which this change comes into force. To this end, you must serve written notice of termination, with reference to the corresponding contract change or price increase before they come into force. The applicable date shall be as per the postmark.

## 9. What is our liability towards you?

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.

We cannot give you any guarantee that the use of our mobile services will be free of malware. You are personally responsible for the necessary technical security measures as regards your device.

We accept no liability for services or goods that you have procured or ordered in connection with premium rate service numbers.

By the same token, we accept no liability for the loss of data on defective devices.

We are unable to guarantee you the continuous and unrestricted availability of our services. This also applies in particular to transmission times or capacities.

## 10. Data privacy

We hereby undertake to treat your customer data with all due care and only to use it in accordance with the Swiss Data Protection Act.

You agree that we are entitled to pass your perso-

nal data to third parties whom we have retained 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 retained, 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.

## 11. Entry into force

These T&C shall enter into force with effect from 1 August 2022.

## 12. Place of jurisdiction

The place of jurisdiction shall be Zürich, subject to mandatory statutory provisions.

Sunrise LLC

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