

Terms and Conditions of Use for Swisscom Public WLAN in Lichstenstein

1. General information

Swisscom (Switzerland) Ltd (hereinafter referred to as "Swisscom") offers wireless Internet access at selected sites (hereinafter referred to as "Hotspots") under the name "Swisscom Public WLAN". The Hotspots are operated either by Swisscom itself or its contractual partners. A current overview of all the Hotspots can be found on the Swisscom website or www.hotspots.ch.

2. Contractual provisions

The Contract or, for existing Swisscom Customers, the Contract Supplement regarding the usage of Swisscom Public WLAN is concluded between the Customer and Swisscom. These Terms and Conditions of Use for Swisscom Public WLAN apply finally.

3. Performances by Swisscom

3.1 Internet access; registration

Swisscom provides Internet access at Hotspots that a customer who has registered successfully may use by means of wireless LAN technologies that are commonplace in Switzerland (e.g. Wi-Fi certified devices). Swisscom provides the interface for registration with Swisscom Public WLAN for Internet access, whereby the Customer logs on manually or automatically – depending on the offer – with information requested by Swisscom. Swisscom provides a customer hotline.

Calls from within Switzerland: Hotline no. 0900 333 22 1 (free of charge)

Calls from abroad: Hotline no. +41 62 286 12 12 (the usual roaming charges apply)

Swisscom shall remedy any faults occurring within its sphere of influence as quickly as possible.

3.2 Security

Internet access is intended primarily for private use and is **usually unsecured, or only weakly secured** (e.g. only with standardised encryption technologies that are widely implemented by most devices). **Swisscom expressly points out that such standardised encryption technologies as may be provided between a device and WLAN antenna provide only weak protection against access by third parties.** To access sensitive information or company data (e.g. Intranet, Office applications, personal data, etc.) over a WLAN or PWLAN connection, Swisscom recommends the use of appropriate security software on the mobile device and end-to-end encryption of data. **The Customer is responsible for ensuring that the connection is secure by using appropriate technologies (e.g. VPN software).**

3.3 Restrictions

Swisscom makes no guarantees as to availability, freedom from interference, data transfer quality, or minimum bandwidths. Inasmuch as a Hotspot advertises transmission rates, these are provided on a best effort basis offered to the totality of such Hotspot users and cannot be guaranteed. Apart from data speed restrictions within certain Swisscom Public WLAN offers, there may be further restrictions due in particular to the network technologies used, outside influences, structural conditions at the site, and distance to a nearby WLAN antenna. In addition, Swisscom cannot guarantee that information transmitted over the Internet (e.g. e-mails) will arrive at the Customer or at the recipient. There may be further restrictions on Internet access due to statutory regulations. In Hotspots in sites operated by contracting partners of Swisscom such partners may offer additional and geographically limited offers that may differ from Swisscom offers in terms of cost, usage duration, data volumes, data speeds and registration process. The registration is usually offered via a separate WLAN name (SSID). Use of such an offer by the Customer connotes acceptance of possible differences in performance and cost, as well as of the contracting partner's different terms and conditions of use.

4. Obligations of the Customer

4.1 Registration process

The registration process varies depending on the type of login (currently Swisscom Login, credit card, PWLAN Value Cards, NATEL Login). Certain types of login require an app to be downloaded, or the presence of certain features and information necessary for identifying the Customer. Where personal information about the Customer is required in order to register, the Customer is obliged to provide truthful details.

4.2 Legally and contractually compliant use; responsibility for content and use

Use of the publicly accessible Internet is at the Customer's own risk. The services provided by Swisscom may only be used for special applications or for offering telecommunications services with Swisscom's written consent. The customer is responsible for the legally and contractually compliant use of its services. Legal and contractual breaches constitute, in particular,

- dishonest mass advertising (spam)

- harassing or disturbing third parties
- hindering third parties from using telecommunications services
- hacking (intrusion attempts, etc.), spying on other Internet users or their data and fraudulent attacks (phishing)
- damaging or jeopardising telecommunications infrastructure or third-party devices by means of malicious software
- transmitting or providing access to illegal content

If there are any signs of illegal use or contractual breaches, the customer undertakes to provide Swisscom with information on said use.

The customer is responsible for the content of information (language and all forms of data) which it instructs Swisscom to transmit or edit or which it makes accessible to any third parties.

The customer is responsible for any use of its access points, including use by third parties.

In particular, it shall pay all amounts invoiced as a result of using its services

. This also applies to goods or services which were purchased or ordered via its access points.

In the event that the use differs significantly from normal usage or there are any signs of illegal behaviour or contractual breaches, Swisscom may demand legally and contractually compliant use on the part of the customer, change, limit or stop its performance of services without prior notice and without compensation, terminate the contract without prior notice and without compensation and, if applicable, demand compensation for damage and indemnification against third-party claims. The same applies in case of incorrect or incomplete customer details on signing the contract.

4.3 Handling security elements

The Customer is responsible for the use of registration information provided or employed for the access and the subsequent use of Swisscom Public WLAN access. The Customer shall take due care in protecting PIN codes, passwords, Swisscom Public WLAN keys and other security elements allocated to him/her, all of which are required for registration, from being accessed by third parties.

4.4 Protective measures

Customers shall protect their devices and information against unauthorised access by third parties. Encrypting data improves the confidentiality and reliability of information. Suitable protective measures (firewalls, antivirus software, VPN software) can make it more difficult for unauthorised third parties to access the network connection and thus obtain a customer's data. The Customer shall be responsible for initiating such measures.

Access to company data (Intranet, Office applications, etc.) usually requires appropriate security software on the mobile device and the desired server. Since this solution employs additional third-party software, Swisscom cannot be held responsible for its functioning.

The Customer shall also initiate measures to prevent unauthorised access to third-party systems and the transmission of computer viruses. Should Swisscom Public WLAN access cause interference or damage to equipment and systems belonging to Swisscom or third parties, Swisscom may discontinue the provision of services without prior notice or compensation, and reserves the right to assert claims for damages caused.

4.5 Electromagnetic fields

Transmission and receiver stations as well as mobile devices generate electromagnetic fields that may interfere with the functioning of other devices. To minimise interference, safety measures specified by the manufacturer must be observed.

5. Personal data, Cookies

5.1 Risks of Internet use with regard to personal data

Swisscom endeavours to implement measures to safeguard infrastructure and services. **While using the Internet however, the Customer will be exposed in particular to the following data protection risks:**

- Unencrypted e-mail and unencrypted data communication may be read by unauthorised parties, altered, suppressed or delayed.
- Sender identities may be falsified.
- Postings to newsgroups, forums and chats may be forged, falsified or analysed by third parties.
- Third parties may monitor unencrypted data traffic between devices and WLAN antennas or Internet traffic in the World Wide Web, and thus find out in particular about content, usage behaviour, usernames and passwords.

5.2 Data processing

Overview

Swisscom processes the login, system and peripheral data generated at the given hotspot (location) to provide its services and conduct analyses from the use of the Swisscom Public WLAN service. Content data is processed by

Swisscom solely for the purpose of telecommunication transmission. Swisscom reserves the right to carry out processing ordered by a competent authority.

Data and purpose of data processing

When registering to use the service, the customer automatically sends the following system and peripheral data along with the registration data that he gives to Swisscom during the registration procedure:

- Data regarding the device used (operating system, type of device and manufacturer)
- MAC address and IP address of device
- IMSI and mobile phone number (if available)
- User name (if available)
- Identification of the SSID used with time, date and location
- Browser used (if available)
- Login type

The contract or, in the case of existing Swisscom customers, the extension of contract regarding the utilisation of the Swisscom Public WLAN is concluded between the customer and Swisscom. The PWLAN Privacy Policy (Liechtenstein) is an integral part of these terms and conditions of use for the Swisscom Public WLAN (see Section 5.2).

In connection with the use of our products and services, Swisscom processes other different categories of personal customer data, in addition to the contact and identification data and device information mentioned above, such as user account information, contract data, financial data and, if the customer uses a service that is subject to a charge, also usage and traffic data. Swisscom processes personal data for purposes such as handling the contractual relationship with regard to the use of services, guaranteeing the quality and further development of its services, ensuring compliance with legal requirements and also measuring movement flows. Swisscom may, in compliance with legal requirements, make customer data accessible to recipients such as contractors within and outside the Swisscom Group and other third parties such as business partners and service providers or public authorities. Some of these recipients are located outside the legal system of the EU and EEA Member States.

The customer has several rights regarding the processing of his/her personal data under the conditions laid down in applicable law, such as the right to information, correction or deletion.

Further information on how personal data is processed, the legal basis for this and the rights of the customer can be found in the comprehensive Privacy Policy of the Swisscom Public WLAN

6. Charges

Swisscom Public WLAN offers are free.

7. Start, duration and termination

The Contract or Contract Supplement will come into effect when Swisscom grants the Customer access to the Internet via Swisscom Public WLAN on the basis of a successful registration. In the case of offers with limited time or volume, the Contract ends when the applicable limit is reached. In the case of other offers, the Contract ends through termination by one of the parties, be that Swisscom Public WLAN itself or a Swisscom service that integrates Swisscom Public WLAN as a supplementary service.

8. Usage restrictions / guarantee

Swisscom endeavours to ensure a high level of availability of its services. However, it cannot provide any guarantee for the uninterrupted or faultless operation of its infrastructure and services.

As far as telephony or data traffic on third-party networks or access points of third-party networks are concerned, no assurances or guarantees can be made in respect of availability, quality, operation or support.

Swisscom takes precautions in order to protect its network against intrusion by third parties. Nevertheless, it cannot provide any guarantee that

- the network infrastructure is fully protected against unauthorised access or unauthorised interception.

- no spamming, malicious software, spyware, hackers or phishing attacks, etc. will limit the use of the service, damage customers' infrastructure (e.g. devices, PCs) or damage the latter in any other way.

Swisscom is entitled to examine any devices connected to the telecommunications network for security deficiencies, to use filters and take other action, in order to protect the infrastructure of Swisscom, customers and third parties against illegal or otherwise malicious content and software or to block access to content which is illegal or unsuitable for minors.

Swisscom cannot accept any responsibility for

- content which the customer instructs Swisscom to transmit or edit, or which the former makes accessible to third parties.
- content which the customer receives via the telecommunications networks.
- ensuring that the information which is compiled by third parties, is accessible from third parties or is made accessible via Swisscom's services is accurate, complete, up to date, legal, useful, available and provided in good time.

9. Liability

In case of a breach of contract, Swisscom is liable for any proven damage, insofar as it does not prove that it is not to blame. Liability for any damages resulting from simple negligence is excluded. However, Swisscom shall provide compensation per event for any material and pecuniary damage of up to the equivalent amount of the services received during the previous contract year, but this figure shall not exceed CHF 50,000.

Swisscom's liability for consequential damages, loss of profits, loss of data and damage as a result of downloads shall –to the extent permitted by law –be excluded in any case. It shall also accept no liability for damage resulting from the illegal use or use in violation of this contract of its services.

Swisscom cannot accept any liability if the provision of the service is temporarily interrupted, fully or partially limited or impossible as a result of a force majeure event. A force majeure event specifically also constitutes a power failure or incidence of harmful software (e.g. virus attack).

10. Amendments

Swisscom reserves the right to amend these terms and conditions of use at any time and shall inform customers in a suitable manner of any such amendments. The terms and conditions of use, as amended, apply.

11. Transfer

Swisscom shall be authorised to transfer these terms and conditions of use and assign the associated rights and obligations to Swisscom Ltd or another company, insofar as said company is directly or indirectly controlled by Swisscom Ltd.

12. Place of jurisdiction and applicable law

These Conditions are subject to Liechtenstein law. **The place of jurisdiction is Vaduz.** Subject to compulsory provisions regarding other places of jurisdiction.

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