

These General Terms and Conditions (hereinafter "GTC") apply to all services and products (hereinafter jointly referred to as "services") which MTEL Schweiz GmbH (hereinafter "MTEL") provides to the customer under the brand or name "MTEL". The nature and scope of the contractual services on the part of MTEL are further defined in the Special Conditions for the respective services, the provisions of the respective contracts as well as the current service specifications and offer conditions in brochures, factsheets or at <https://www.mtel.ch/en/legal>. Article 20 of the GTC shall apply in the event of corresponding changes to the scope of services. Otherwise, descriptions of services e.g. in advertising, brochures and in the online shop are for illustrative purposes and are non-binding. These GTC shall be deemed to have been accepted by the customer at the latest when the corresponding services are purchased. MTEL's services are aimed exclusively at customers domiciled in Switzerland and Lichtenstein. In the event of a conflict or loophole between the aforementioned contractual documents, the following hierarchy shall apply in descending order, unless and to the extent that (i) a higher-ranking contractual component explicitly refers to a provision of a lower-ranking contractual component or (ii) a lower-ranking contractual component provides for more specific provisions by explicitly naming the clause to which it refers:

1. The provisions of the contract
2. The Special Conditions for the respective services
3. These GTC
4. The current service specifications and offer conditions

1. CONTRACT CONCLUSION

All offers made by MTEL are subject to change. The order of an MTEL service in the online shop shall be deemed to be an offer by the customer to conclude a contract. When ordering an MTEL service by any other means, the customer's signature on the contract form, or at the latest the use of the service, shall be deemed to be an offer. In case of purchase orders, MTEL shall be deemed to have accepted the offer by the corresponding confirmation of the contract by MTEL by e-mail or in writing. Acceptance is subject to the condition precedent of a positive credit check of the customer. If MTEL demands a security from the customer (Article 7), MTEL's acceptance shall additionally be subject to the condition precedent of the provision of the security in the amount demanded by MTEL. The order confirmation sent for orders in the online shop will be sent automatically and does not constitute any acceptance. An acceptance only takes place through an express written acceptance, activation of the service or handover of the terminal device.

2. PRICES

The prices shown by MTEL at the time of conclusion of the contract shall apply which are available at any time at <https://www.mtel.ch/en/legal>. In the case of consumers, the disclosed total gross price applies, including any surcharges (then shown separately) and prices for additional services. In the case of commercial customers, the disclosed net price plus any taxes and duties shall apply. For service charges and usage-based prices such as e.g. minute, data transfer, international and roaming prices, fractional billing units will be charged as full units. The customer is responsible for the extent of their consumption in connection with usage-based prices. MTEL shall be entitled, however not obliged, to notify the customer of any excessive use. For invoices sent by letter post, the disclosed fee will be charged. Dunning and blocking costs shall be governed by Articles 8 and 11.

3. DUTIES OF MTEL

MTEL shall be free to choose the technical means used to provide the agreed services, unless otherwise contractually agreed. These technical means include, for example, infrastructures, platforms, transmission technologies and protocols, and user interfaces. MTEL strives to ensure the impeccable quality of its services and networks. MTEL shall be exempt from the obligation to perform their services in cases of force majeure. Force majeure means all unforeseeable events as well as such events whose effects on the performance of the contract are not attributable to either party.

4. DUTIES OF THE CUSTOMER

During the term of the contract, the customer will be obliged to use the services of MTEL in accordance with the contract and to pay for the services received in due time. The customer shall prove their identity by means of a valid official identification document upon registration, provide MTEL with the current name and address data at any time and immediately notify MTEL of any changes online or in writing. MTEL shall be entitled to withhold their contractually owed services until the customer has provided the data correctly and completely from MTEL's point of view and has proven its identity. The client's obligation to pay for the services remains unaffected thereby. The customer shall comply with all security instructions recommended by MTEL, in particular to protect the devices from unauthorised access by third parties, to regularly back up data against data loss and to carefully store access data, passwords or PIN numbers and not to disclose them to any third parties. In the event of loss of access data, passwords, PIN numbers or a SIM card, MTEL must be notified immediately. Until this time, the customer must in any case (e.g. in the case of use by third parties) pay for the services obtained via the corresponding connection.

5. THIRD PARTY SERVICES

If a service or an additional service originates from a third party provider (e.g. value-added services), the customer concludes the contract with such third party, unless otherwise agreed and the latter's contractual terms and conditions apply. MTEL's service is restricted to the provision of technical access to the other provider. Depending on the service, MTEL may claim the fees for this third-party provider and take over the collection. The customer may block access to value-added telephone services with collection by MTEL as a whole or only the access to corresponding erotic value-added services, unless a more differentiated blocking is enabled by MTEL. MTEL assumes no liability or warranty for such providers or their services.

6. PAYMENT TERMS

Invoices will be prepared on the basis of technical records. MTEL will, in principle and subject to Article 7, invoice monthly in arrears, will, however, in the case of minor invoice amounts, be entitled to charge the invoice amount at a later date as a collective invoice. The client undertakes to pay the invoiced amount by the due date indicated on the invoice form. A payment period of 30 days will apply, unless otherwise specified. The amounts owed from the use of value-added services or the purchase of services from other third-party providers may be debited by MTEL to the customer together with MTEL's invoice. The provisions of Articles 6 to 8 (except in the case of disputed invoices for value-added services where the connection is not blocked or the contract is not terminated before the dispute is resolved) shall also apply if MTEL is responsible for collection on behalf of third parties. Objections to the invoice must be submitted by the customer to MTEL in writing, by phone or in text form (e.g. by e-mail) within 30 days of receipt. Otherwise, the invoice shall be deemed accepted by the customer. Refund claims of the customer due to wrongly overpaid amounts will be credited to the customer's invoice account and offset against the next due invoice. Claims of the customer to interest on arrears are waived to the extent permitted by law. Upon termination of the contract, all outstanding claims shall become due.

7. SECURITY AND CREDIT LIMITS

MTEL may require its customers to provide pecuniary security or advance payments or set monthly credit limits at the time the contract is signed and in the event of justified doubts as to compliance with payment obligations or in the event of known collection measures against the customer, both when the contract is concluded and during the term of the contract. The security may be set off against all claims against the customer at any time, provided the customer is in default. The right to reclaim the security shall exist at the latest upon termination of the contract, when all claims of MTEL have been settled.

8. DEFAULT

If the customer fails to meet their payment obligation (also in part) within the payment period, they will be in default after having received a reminder from MTEL and shall pay interest on arrears in the amount of 5 percentage points per annum. Pursuant to Articles 11 and 18, MTEL may then block the services and terminate the contract. After a first free reminder by SMS or e-mail, the customer will be charged a reminder fee of CHF 30 for each additional reminder. MTEL may at any time engage third parties for the collection. The customer must pay minimum fees for this and pay these directly to the third party called in for the collection. In addition to the minimum fees, the customer must compensate the third party for individual expenses and outlays that are necessary and reasonable for the collection. For details, please visit <https://www.mtel.ch/en/legal>. In the event of a collection, the general terms and conditions of the collection provider set out in the reminder may provide for further reminder and collection fees; to this extent, they shall take precedence over this provision.

9. DATA PROTECTION

We provide information on the processing of your personal data by MTEL as controller in our data privacy notice available at <https://www.mtel.ch/en/gdpr>.

10. MISUSE AND INDEMNIFICATION

The services must not be misused, i.e. used in a way that is contrary to the contract or the law. Misuse means, in particular

- a) any use of the services that is not in accordance with the intended use;
- b) a resale or gratuitous transfer of services, except for terminal devices owned by the customer;
- c) a change of holder of a mobile subscription;
- d) the use of services for scheduling calls on MTEL's mobile network using GSM gateways or similar equipment;
- e) the establishment of permanent connections as well as connections resulting in direct or indirect disbursements or other considerations by third parties to the customer;
- f) the forwarding of connections to abbreviated dialing or value-added service numbers;
- g) the distribution of mass advertising or malicious software;
- h) the connection of non-compatible devices to MTEL's infrastructure;
- i) the unauthorised access to or use of data, systems and network elements;
- j) excessive use that may lead to system or network overload.

Any resale or transfer of services to third parties may only take place after having obtained MTEL's prior written consent. Third parties within the meaning of this provision also include companies affiliated with the customer. The customer shall indemnify MTEL, affiliated companies of MTEL and its and their managing directors, executive bodies, officers, employees and other representatives against all damage, expenses and other costs (including reasonable legal fees) in connection with any third party claim resulting from the misuse of the services by the customer. This shall not apply vis-à-vis consumers to the extent that the costs are due to gross negligence or wilful misconduct of or failure by MTEL, companies affiliated with MTEL or its and their representatives to mitigate the damage. In the event of misuse by third parties at the expense of the customer (e.g. as a result of the theft or loss of a terminal device), the customer shall notify MTEL immediately.

11. BLOCKING

MTEL may block services, in whole or in part, or restrict them to certain services without prior notice if

- a) that is necessary for an important reason in accordance with Article 18;
- b) the blocking is in the presumed interest of the customer, e.g. in the event of misuse by third parties; and
- c) there is reasonable doubt that the payment obligations will be met.

The customer will be informed of the blocking by appropriate means. The blocking may be maintained until the reason for the blocking ceases to exist. If the customer is responsible for the reason for the blocking, the customer's obligation to pay for the service during a blocking remains unaffected and the customer may be charged CHF 39.00 each for the blocking and unblocking as well as any costs for a replacement SIM card.

12. AVAILABILITY AND DELIVERY

Any information on availability and delivery times is non-binding. Deliveries will only be made to addresses in Switzerland and Liechtenstein. Delays in delivery will not entitle the customer to refuse acceptance or to claim damages. If orders are shipped, the benefit and risk shall pass to the carrier upon handover of the goods.

13. EXPERT ADVICE ON THE PURCHASE OF DEVICES

Upon handover of a terminal device purchased from MTEL, the customer acquires ownership subject to deviating agreements. MTEL has the right to make the purchase of a device dependent on a reservation of title. Regardless of the warranty provisions below, the manufacturer's warranty provisions published by MTEL shall apply to devices which will apply exclusively in the relationship between the manufacturer and the customer. The warranty period is two years from handover. The customer shall inspect devices for any shortages and defects upon handover and shall notify MTEL thereof in writing or text form within eight days after the delivery. MTEL shall be notified, in writing or in text form, about defects which are not recognisable with normal care and are only discovered later, within eight days of discovery. If no complaint is made in due time, the devices shall be deemed to have been approved and all warranty claims shall be excluded. In the event of defects, MTEL will, at its option, repair the device or replace it with a new device. The customer shall refrain from taking action themselves or from engaging third parties for this purpose, unless authorised or instructed by MTEL in writing. If the rectification fails or if MTEL does not comply with the replacement delivery or rectification despite two reasonable grace periods, the customer may demand a reduction. The right to rescission of the contract in case of material defects is excluded in any case. No warranty will apply to

- a) normal wear and tear;
- b) defects resulting from improper use;
- c) insignificant deviations in the design, colour or materials used.

Defects do not release the customer from their obligation to pay and accept. Further rights and claims against MTEL due to defects of devices shall be excluded, subject to Article 14. Devices lent to the Customer shall remain the property of MTEL and shall be returned to MTEL after termination of the contract within 30 days or upon request. In the event of use contrary to the terms of the contract, MTEL shall be entitled to reclaim the goods earlier. No liens or rights of retention must be created on these devices. If borrowed devices are not returned upon MTEL's request, they will be invoiced to the customer at the new price.

14. EXCLUSION OF WARRANTY FOR OTHER SERVICES

MTEL undertakes vis-à-vis the customer to diligently provide the contractually owed services that are intended for the usual private or business customer use. However, MTEL does not assume any warranty for

- a) uninterrupted and trouble-free operation of its services (especially the network);
- b) nationwide network coverage;
- c) certain transmission times and capacities;
- d) full protection of the network infrastructure against unauthorised access or eavesdropping;
- e) the integrity for data transmitted or received from third parties via the MTEL infrastructure or networks;
- f) contents or services created by third parties or retrievable from third parties;
- g) the protection against malicious software, viruses, spamming, Trojan horses, phishing attacks, data and other criminal acts by third parties;
- h) the prevention of data loss due to network malfunctions or repair of devices;
- i) safety precautions on MTEL's infrastructure to prevent damage to the customer's devices.

The occurrence of such an event does not constitute good cause for an extraordinary termination by the customer. The customer shall notify MTEL immediately if any of the services owed do not have the contractually agreed properties.

15. DISCLAIMER

MTEL shall not be liable for force majeure or damage not attributable to MTEL or which is caused by the justified blocking or termination of services (Articles 11 and 18). Any liability for indirect or consequential damage as well as loss of profit and loss of data will be excluded. MTEL's liability for direct damage shall be limited per damaging event to the equivalent value of the services received under the contract concerned during the contractual year preceding the damaging event, up to a maximum total of CHF 50,000 for all damaging events. The above-mentioned exclusions and limitations of liability do not apply in the case of:

- a) MTEL's intentional or gross negligence;
- b) injury to body or health;
- c) the legally mandatory product liability;
- d) the client's indemnification obligations under these GTC (Articles 10 and 21); or
- e) (other) mandatory law.

16. CONTRACT TERM

The contract will be concluded for an indefinite period of time, unless it has been terminated beforehand by one of the parties in accordance herewith and Articles 17 et seq. or the parties have agreed otherwise on a specific contract term (minimum contract term). Upon expiry of the minimum contract term the contract shall be automatically renewed for another year, unless the customer or MTEL terminate it beforehand in accordance with this Article and Articles 17 et seq. hereof. Terminations of mobile, Internet

and TV subscriptions must be made either by phone (+41 78 474 74 74, free of charge within Switzerland), via MTEL Chat or in text form by e-mail. For details, please visit <https://www.mtel.ch/en/legal>. Notices of termination are only possible with the explicit prior consent of MTEL.

17. ORDINARY TERMINATION

In the case of contracts with a minimum contract term, a termination without giving reasons is possible for the first time at the end of the minimum contract term, then at the respective end of the extension period. Otherwise, in case of

- a) mobile phone services, the termination provisions apply in accordance with the Special Conditions for mobile phone services;
- b) Internet and OTT TV / radio services, the termination provisions apply in accordance with the Special Conditions for Internet and OTT TV / radio services. [Otherwise, the termination provisions set forth in the relevant service specifications shall apply.] Unless otherwise agreed, either party may terminate a contract by giving 60 days' notice to the end of the month. A right of termination will also exist if this contract explicitly provides for it.

18. TERMINATION FOR GOOD CAUSE

Either party is entitled to terminate the contract without notice at any time for good cause, subject to the formal requirements set out in Article 16. An important reason entitling MTEL to terminate the contract shall apply, in particular; if

- a) the customer fails to provide the required security in accordance with Article 7 in due time;
- b) there are factual indications that the customer is using the services for purposes contrary to the contract;
- c) a competent court or supervisory authority legally orders MTEL to stop providing the service to the customer;
- d) the use of MTEL's or third parties' networks by the customer is impaired;
- e) there is reason to believe that the customer provided incorrect or incomplete information when concluding the contract;
- f) the customer is in default of payment or performance;
- g) overriding public interests so require;
- h) in the event of misuse pursuant to Article 10;
- i) other parts of the contract provide for this.

19. CONSEQUENCES OF TERMINATION

In the event of a termination, the claims and rights of the parties which arose prior to the effectiveness of the termination shall remain unaffected. In the event of a termination, the client shall not be entitled to a refund of any remuneration paid. In the event of a termination for good cause by MTEL, the customer shall continue to be obliged to pay the monthly recurring basic fees, in full, until the end of any minimum contract term. These will fall due immediately. Payment by instalments will only be possible with the written consent of MTEL. Deviating regulations in the Special Conditions for the respective services remain reserved.

20. MODIFICATION OF CONTRACTUAL CONDITIONS (including these GTC)

MTEL reserves the right to change and adapt the terms and conditions of the contract at any time. Changes will be communicated to the customer in a suitable form (e.g. by e-mail or by a note in the customer account) and with a reasonable advance notice period of up to 30 days. If the customer does not agree with the changes, they shall generally be entitled to terminate the contract, in writing, within 30 days of notification of the contract change. Changes to the terms of the contract for technical and operational reasons which are advantageous to the customer will not entitle the customer to terminate the contract (subject to ordinary termination with observance of the notice periods). The same applies to changes that become necessary as a result of legal requirements (e.g. increase in VAT or copyright levies) or court orders that were not ordered as a result of MTEL's conduct. If the customer does not object to the changes in due time, they shall be deemed accepted upon continued use of the service after the change takes effect. The change or the replacement offer shall then become part of the contract. If the change relates to an additional service or an option, the right of termination relates exclusively to the additional service or option. Requests for changes made by the customer shall only be binding if MTEL has agreed to them in writing.

21. INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

Any intellectual property rights associated with MTEL services or the provision or sale of terminal devices, in particular software, shall remain with MTEL or the respective rights holder. The customer will receive a non-transferable, time-limited and non-exclusive right to use these rights in accordance with the contract. The customer shall not be entitled to any further rights. If the customer infringes any intellectual property rights of third parties, the customer shall indemnify MTEL, MTEL's affiliated companies and its and their managing directors, executive bodies, officers, employees and other representatives against all damage, expenses and other costs (including reasonable legal fees) that are associated with such third party claims.

22. OTHER AGREEMENTS

MTEL will generally transmit business letters, including invoices, electronically via e-mail. The e-mail address provided by the customer and stored in the customer account shall be deemed to be the customer's delivery address. MTEL may, at any time, engage third parties in Switzerland and abroad for the performance of the contract. The customer waives its right of set-off with respect to all claims against MTEL. The customer may transfer rights and obligations under this contract to third parties only with MTEL's prior written consent. MTEL may transfer the contract to third parties without the customer's consent. Should any provision of these GTC be or become ineffective, void or unenforceable, the validity or enforceability of the remaining provisions shall not be affected thereby. In such a case, the parties will agree on a valid and enforceable provision which economically comes as close as possible to the ineffective, void or unenforceable provision.

23. PLACE OF JURISDICTION, ARBITRATION AND APPLICABLE LAW

The contract will be governed by Swiss law (excluding the provisions of international private law and the Vienna Convention). The courts competent for the city of Zurich shall have jurisdiction. MTEL and the customer acknowledge the right of both parties to turn to the *Schlichtungsstelle Telekommunikation* [Telecommunications Arbitration Board] (Ombudscom) in the event of civil disputes concerning telecommunications services or value-added services.