

## 1 Scope

Through its Service Portal, Swisscom Broadcast Ltd (hereinafter “Swisscom”) provides its business customers with a portal which, subject to user authorisations, provides access to individual information, product-related or service-related web applications (hereinafter “E-Services”) and portals based on the Service Portal. Collectively, these portals, functions and E-Services are referred to hereinafter as the “Service Portal”.

These terms and conditions of use govern access to and usage of the Service Portal by the customer. In this regard, they take precedence over any other contractual provisions between the customer and Swisscom. In all other respects, the relevant agreements between the customer and Swisscom shall apply to Swisscom products and services.

The scope of each particular E-Service shall be in accordance with the provisions agreed with the customer in the respective individual/service contract, or in accordance with the Service Portal specifications themselves.

The terms and conditions of use may also be declared applicable to other Swisscom online portals/services by means of an appropriate reference.

## 2 Access and authentication

### 2.1 General

The Service Portal is used by the employees or other auxiliaries of the customer. Authentication is required to access the Service Portal. The user is authenticated by entering the user ID and other elements of authentication (in particular the password). Swisscom may add to or change the authentication procedure at any time. In particular, additional state-of-the-art security levels such as Secure ID cards, certificates, etc. or other methods may be introduced.

By accessing the system for the first time, the customer accepts these terms and conditions of use for the Service Portal.

Anyone who is authenticated by Swisscom shall be regarded as entitled to use the Service Portal. Irrespective of the customer's internal regulations or circumstances and any entries in the commercial register, Swisscom may assume, without further investigation of the authorisation, that the user who is authenticated to Swisscom is authorised to act on behalf of the customer (apparent authority). The customer acknowledges unconditionally that all information, orders, notifications, etc. that the customer sends to Swisscom via the Service Portal shall be regarded as having been written and authorised by the customer or by authorised users. For certain E-Services, individual approval procedures agreed with the customer are also possible.

### 2.2 Master User

The customer shall designate a person who administers the Service Portal on the customer side (Master User). The Master User is responsible for the administration and assignment of authorisations, including administration rights, to other persons (hereinafter “Authorised Persons”). The Master User defines the framework in which these Authorised Persons are authorised to use the functions available in the Service Portal. Administration is carried out via the Service Portal's user administration.

By separate agreement, use of the Service Portal and certain E-Services by the customer's users may be enabled automatically via the customer's Active Directory.

All users about whom Swisscom is notified in this way shall be regarded by Swisscom as authorised unless they are blocked by the Master User or, in accordance with 2.3, by Swisscom. This shall apply irrespective of the customer's internal regulations or circumstances and entries in the commercial register to the contrary.

### 2.3 Provision for blocking

Swisscom reserves the right to block access to the Service Portal by the customer or individual users, or to one or more E-Services, at any time without notice and without giving reasons, temporarily or permanently, without entitlement to compensation, if deemed appropriate to do so on objective grounds. Swisscom will immediately inform the customer about any block.

Through the Master User, the customer can independently suspend access to the Service Portal of his users at any time.

The customer can make written arrangements to suspend access of the Master User. The suspension will become effective 24 hours after Swisscom receives the request at the earliest. The customer can have the suspension lifted again in writing.

## 3 Obligations on the part of the customer

### 3.1 Technical requirements

The customer is responsible for providing the technical requirements (including hardware and software) for accessing the Service Portal. A device with Internet connection and an up-to-date Internet browser are required. The use of “cookies” must be allowed. Additional system requirements may be communicated to the customer in the Service Portal.

The customer acknowledges that the technical requirements may change at any time.

### 3.2 Duty of care

The customer is responsible for each use of access by himself, his users and third parties, and for the content of

the information that he, his users and third parties send or have processed by Swisscom.

The customer must not disclose any authentication elements and must ensure that these are protected from misuse by unauthorised persons. In particular, it is recommended that the password is changed immediately after its first use. After it is changed, it must not be recorded or stored in an unprotected form. The customer shall bear all the risks arising from disclosure of his authentication elements, unless he can prove that Swisscom or its auxiliaries or third parties are at fault.

In the event of loss, misuse or suspected misuse of an authentication element, the user concerned must first contact the Master User. The Master User must take the necessary measures and change the relevant authentication elements, or have them changed, without delay. In exceptional cases, Swisscom may be notified of the loss in writing. In these cases, Swisscom may suspend the access in accordance with section 2.3 until the customer revokes it in writing.

#### **4 Security**

Swisscom uses the latest, appropriate security methods to develop and operate the Service Portal. The customer accepts that, despite reasonable efforts on the part of Swisscom, application of the required care and the use of modern techniques and security standards, it is not possible to guarantee the absolute security of the systems and procedures used. In this context, Swisscom highlights the following risks in particular:

When the Service Portal is being used, there is a risk that third parties may surreptitiously gain access to the customer's devices.

Inadequate system knowledge and a lack of security measures on the customer's devices may facilitate such access by third parties. It is the responsibility of the customer to be fully informed at all times about the security precautions that are required.

Furthermore, using the Internet carries the risk that viruses, Trojans, etc. may be installed surreptitiously on end devices. In this regard, Swisscom recommends the use of the latest technical tools (firewalls, virus scanners, etc.). The customer is responsible for taking appropriate measures to protect against such risks.

#### **5 Liability**

Any contractual liability provisions agreed between the customer and Swisscom shall apply in this respect to Swisscom's provision of services within the scope of the individual products and services themselves.

If Swisscom breaches its obligations under these terms and conditions of use, it shall be liable for the proven damage, unless it can prove that it is not at fault. Swisscom shall have unlimited liability for damage caused through

intentional acts or gross negligence. In cases of simple negligence, Swisscom shall be liable for personal injury without limitation. Swisscom shall have liability for material damage and financial loss up to a total of CHF 50,000 per event and per calendar year. Swisscom shall not be liable under any circumstances for indirect and consequential damage, especially damage due to lost profit, loss of data, reputation damage or third-party claims.

#### **6 Availability and warranty**

Any contractual warranty provisions agreed between the customer and Swisscom shall apply in this respect to Swisscom's provision of services within the scope of the individual products and services themselves.

The Service Portal serves primarily as a customer interface. Swisscom does not provide any warranty for a specific availability (in particular for continuous and uninterrupted access to the Service Portal) and for the absence of faults in the Service Portal. In the event of a full or partial outage of the Service Portal, the customer can generally resort to other customer channels (Service Desk, Account/Service Manager etc.). Any outage of the Service Portal does not entitle the customer to claim compensation of any kind (in particular claims for damages, penalties and/or price reductions). This shall be without prejudice to Swisscom's liability for intentional or grossly negligent damage.

Swisscom is entitled to suspend the Service Portal at its discretion, at any time and without compensation, if this is deemed necessary for important reasons, e.g. in the event of faults, the risk of misuse, maintenance requirements, technical development, etc. The customer will be notified in advance of foreseeable interruptions if possible.

#### **7 Data protection**

Swisscom complies with applicable laws, especially data protection and telecommunications laws, when handling data exchanged via the Service Portal.

It is possible that the customer may be able to view the personal data of users through the Service Portal. The customer bears sole responsibility for using this data in compliance with legislation, the recommendations of the Federal Data Protection and Information Commissioner (EDOEB) and the customer's internal directives.

Within the scope of the services it provides, Swisscom also collects, stores and processes personal data about the Service Portal's users. Such data is disclosed to Swisscom during registration, when placing an order or in forms. It also receives information on the use of the Service Portal's services and functions, such as the date/time, duration and frequency of use, the name of the downloaded page, the IP address and operating system of the user's computer

or mobile device, shopping cart content, clicks on content as well as the way in which the services are used.

This data may be processed by Swisscom for the purpose of ensuring the operation and development of the Service Portal as well as the functions and services available in the Service Portal. Usage data may be analysed and evaluated to make the Service Portal more user-friendly and effective, to manage customer relations and to provide the customer with relevant recommendations and offers or to display them in the Service Portal.

To deploy and operate the Service Portal, Swisscom may engage auxiliaries and third parties (in particular sub-contractors) in Switzerland and abroad, and/or employees of these auxiliaries and third parties. Some of the data exchanged via the Service Portal may be viewed by these companies and processed for the purposes of the cooperation. Swisscom also complies with the relevant provisions of Swiss data protection legislation when data is transferred to a third party, especially abroad.

The customer acknowledges that, when the Service Portal is accessed via the Internet, unmonitored data (including encrypted data) is regularly transmitted across borders. This also applies to data accessed from Switzerland.

The customer undertakes not to store any data in the Service Portal if accessing such data from outside of Switzerland is not permitted.

The customer acknowledges and accepts that Swisscom may collect, store and process log files. These files may be required for the provision of services and for processing and managing customer relations, in particular to guarantee a high level of service.

Swisscom may use cookies, tracking and analysis tools from third-party providers in the Service Portal. Data collected through the use of these technologies and tools may be sent to third-party servers, which may be located outside of Switzerland. Obfuscated IP addresses are used to send the data in order to prevent identification of the individual devices.

The cookies, tracking and analysis tools that are used may be deleted or blocked in the device's browser settings. This may mean, however, that certain information is not displayed, or functions can not be used, or may not work properly.

## **8 Intellectual property rights**

All rights to the elements of the Service Portal (copyright, patent rights, design rights, etc.) remain with Swisscom or authorised third parties.

The elements may only be used by the customer within the scope of using the Service Portal. Accessing and using the Service Portal does not grant any rights to more extensive use of the elements.

## **9 Further provisions**

The customer acknowledges that, in certain circumstances, using the Service Portal from outside Switzerland may infringe foreign law. Customers are responsible for ensuring that they take due care to obtain the relevant information. Swisscom does not accept any liability in this regard. The customer furthermore acknowledges that there may be import and export restrictions on encryption algorithms and agrees to comply with these accordingly.

The information shown in the Service Portal does not represent a binding offer, unless it is expressly designated as such.

Swisscom reserves the right to amend these terms and conditions of use at any time and to publish them in the Service Portal. They shall be deemed approved by the user the next time Service Portal is used.

The contractual relationship between the parties, including use of the Service Portal and the E-Services, is governed exclusively by Swiss law. The parties declare the conflict of law provisions of private international law and the United Nations Convention on the International Sale of Goods of 11 April 1980 are not applicable.

It is agreed that Bern shall be the exclusive place of jurisdiction for all disputes arising between the parties from or in connection with this contractual relationship. The right is reserved to bring a third-party complaint against the other party before a court of first instance, but only if this court of first instance is located in Switzerland.