

1. General

The subject of these Terms and Conditions of Offer is the email product (in particular, bluewin.ch) of Swisscom (Switzerland) Ltd ("Swisscom"). They supplement the General Terms and Conditions for Services ("GTC") of Swisscom. In the event of any inconsistencies, these Terms and Conditions of Offer shall take precedence.

2. Services of Swisscom

2.1 General

Swisscom's email product includes the following services:

- Email address: "selectable_name@bluewin.ch" (or another domain offered by Swisscom) including access via email program (such as Microsoft Outlook, Apple Mail, etc.) or via webmail, i.e. via the internet (via browser program)
- Adequate email memory per email address
- Address book
- Calendar
- Spam and phishing filters

Customers may subscribe for product packages partly on an individual basis (i.e. without subscribing for other Swisscom services) and partly as an option in connection with another Swisscom service.

Details for each product package (e.g. number of email addresses), information on any additional services, options and requirements can be found at www.swisscom.ch.

The email product is not suitable as an archiving system.

2.2 Maintenance

Swisscom cannot guarantee that its services will operate without interruptions or faults. Maintenance work can also lead to interruptions or service restrictions. Swisscom carries out such maintenance work regularly, including without prior notice, in order to improve the quality or security of its service.

In all other respects, please refer to the provisions of our GTC.

2.3 Spam and phishing filters

Swisscom continuously updates its spam and phishing filters (hereinafter "SPAM Filter") for the email product.

When the SPAM Filter is activated, emails that are classified as "SPAM" by the filter are not filed in the normal inbox but rather in the "SPAM" email folder. It may happen that emails are incorrectly routed to the SPAM folder or the normal inbox. Depending on the email client, the SPAM folder has a different name, e.g. "Junk E-Mail".

Emails not initially detected by the filter may be moved (even subsequently) from the inbox to the SPAM folder.

The contents of the spam folder and the trash folder are automatically deleted on a regular basis.

Swisscom is authorised, but not obliged, to block incoming and outgoing emails which are suspected of containing harmful content (e.g. viruses).

3. Customer's obligations

3.1 Precondition

A Swisscom customer account (login) is a precondition to the use of the email product. A billing relationship with Swisscom is also necessary for chargeable services; please note that Swisscom may prescribe special modes of payment for the Customer.

The Customer shall be responsible for the necessary devices and email programs (e.g. computer, smartphone, tablet, printer, Outlook, Apple Mail) and their configurations, as well as for the internet access needed to use the products.

Customers may subscribe for product packages partly on an individual basis (i.e. without subscribing for other Swisscom services) and partly as an option in connection with another

Swisscom service. If individual product packages contain additional requirements, please refer to www.swisscom.ch.

3.2 Use in accordance with law and contract

The Customer is responsible for the legally and contractually compliant use of the email product (Section 3 of the GTC), and in particular may only use it for normal personal use.

3.3 Protective measures

The Customer shall protect its access data (e.g. password) for its email accounts from unauthorised access. The password must comply with generally accepted security rules and may only be used for these accounts. For security reasons, Swisscom may also require Customers to apply further security factors such as 2FA activation.

The Customer shall be responsible for safeguards on its devices and systems (e.g. PC) against the receipt and dissemination of spam, phishing emails and viruses.

3.4 Settings

The Customer shall be responsible for the correct settings in his/her email programs and devices.

The email settings currently specified by Swisscom can be viewed at www.swisscom.ch.

The Customer shall be obligated to use these settings.

3.5 Back-up copies

Since the email product is not designed as an archiving product, it is recommended that the Customer back up and archive content (particularly emails, contacts and calendar entries) separately.

3.6 Advertising

Where the Customer subscribes for a free email product, he or she is deemed to accept that, in exchange for this, Swisscom is permitted to send him/her advertising for services of Swisscom and third parties. Thus, for example, the email product may contain advertising in the Customer's inbox or in the form of banners.

4. Breach of contract, misuse

If the use deviates from Section 3.2 (e.g. dispatch to large groups of recipients or mass mailings) or if the email account is misused (by the Customer or by third parties), Swisscom reserves the right to take appropriate measures, such as blocking the affected email accounts and the associated Swisscom customer accounts (login) without prior notice and without compensation, amending, restricting or suspending the provision of services without prior notice and without compensation, terminating the contract without prior notice and without compensation, or generally introducing limits. In addition, Swisscom may demand indemnification against third party claims and, where necessary, damages.

5. Email addresses

If a previous user of an email address requests that it be transferred to him/her, Swisscom may implement this transfer even against the will of the contractual owner and delete it from the latter's account if the email address can be unambiguously assigned to the user.

If the purchase of the email product is based on an internet access agreement with Swisscom, the rights of use to the corresponding email addresses shall be vested in the contractual owner of the internet access. If the underlying internet access agreement is transferred to another person, all email addresses shall be transferred. However, the email addresses may be removed in advance and transferred to another account in the Customer Center at www.swisscom.ch/login

6. Further provisions

6.1 Improvement of the SPAM Filter

If the Customer reports a SPAM email, Swisscom may, after anonymising the Customer's email address, send this email to IT companies in Switzerland or abroad that specialise in combating spam and malware for the purpose of improving the SPAM Filter.

6.2 In the event of death

If the Customer dies, the person(s) who has/have access to the corresponding access data (e.g. email address plus password) shall have access to the email product. In accordance with the “Terms and Conditions of Use of the Swisscom Login”, Swisscom may send new access data to the address of the deceased Customer’s community of heirs. Upon delivery of new access data, the prior access data will become invalid.

7. Prices and invoicing

www.swisscom.ch shows which services are chargeable, as well as the amount of the corresponding prices. With regard to any other matter, reference is made to Sections 5 and 7 of the GTC.

8. Warranty and liability

In addition to the warranty and liability provisions in the other contractual documents (in particular, the GTC), the following shall apply:

Swisscom does not warrant that the functions of the email product will run flawlessly on all end devices (e.g. computer, smartphone, tablet, printer) or with all programs.

Swisscom does not warrant that the filters and technologies provide complete protection against the receipt of harmful emails.

Swisscom does not guarantee that all emails are delivered correctly in the inbox or SPAM folder.

Liability for data losses and for any damage to the Customer’s system due to malicious emails or different settings is excluded.

9. Amendments

Section 15 of the GTC shall apply. **In the following cases, Swisscom is not required to give prior notice and the Customer has no right of termination:**

- The unilateral change by Swisscom made for the purpose of enhancing the security of the use or infrastructure or to block insecure or deviating settings.
- Minor unilateral changes by Swisscom which do not entail any disadvantages to Customers (e.g. change of a web link)

10. Term, deactivation, termination

10.1 Term

The contract shall be for an indefinite term.

Any minimum contractual terms can be seen for the individual email product (or option). If an option’s minimum contractual term is longer than that of the underlying email product, the minimum contract term of the option shall also apply to the email product.

Switching to another email product during the minimum contractual term is only possible with the consent of Swisscom.

10.2 Deactivation

Email accounts that are not used for more than 12 months (i.e. no login) may be deactivated by Swisscom without prior notice and without compensation. If there are no longer any active email accounts, the contract shall be terminated at the time of deactivation. A deactivated account can no longer be reactivated.

10.3 Termination of the email product

Unless otherwise agreed, either party may terminate the email product or an associated option subject to a notice period of 2 months to take effect at the end of a month.

If a minimum contractual term or minimum purchase period exists, notice of termination may be given for the first time to take effect at the end of this period.

10.4 In the event of connection with another service

Terminating an email product that is purchased free of charge in connection with another Swisscom service shall only be possible by terminating the corresponding service.

If the contract underlying the email product is terminated, the contract relating to the email product shall also be terminated.

10.5 Consequences of contractual termination

Upon termination of the contract concerning the email product, the email account (including content) and the email addresses shall be deleted. A terminated account cannot be reactivated.

The Customer himself/herself must promptly ensure that he/she can continue to use email addresses and content (in particular, email content, contacts, calendar entries) even without the previously purchased email product.

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