

# GENERAL TERMS AND CONDITIONS

## 1. SCOPE OF VALIDITY

These general terms and conditions (hereinafter referred to as «GTC») apply to all services and products (hereinafter referred to collectively as «services») that Sunrise UPC LLC (hereinafter referred to as «Sunrise») provides to customers under the brand name «Sunrise». The nature and scope of the contractual services are set out in the special terms and conditions for the respective services, the provisions of the respective contracts and the current service descriptions and offer conditions presented in advertisements, in the fact sheets or on [www.sunrise.ch](http://www.sunrise.ch) / [www.sunrise.ch/gtc](http://www.sunrise.ch/gtc) («terms of contract»). Section 2 remains reserved.

In the event of any discrepancies, the provisions of the contract and the Special Provisions shall take precedence over the GTC. These GTC shall be regarded as accepted by the customer at the latest when the relevant services are obtained.

## 2. PRICES

The prices for products and subscriptions that are valid at the time the contract is concluded apply. For general service or processing fees and usage-dependent prices (e.g., minutes, data transmission, international and roaming prices), the most recently published price lists apply, to be found on [www.sunrise.ch/servicefees](http://www.sunrise.ch/servicefees) or [www.sunrise.ch](http://www.sunrise.ch). Partially used billing units are charged as full units.

## 3. OBLIGATIONS OF SUNRISE

Sunrise is free to choose the technical means used to provide the agreed services, unless agreed otherwise by contract. Examples of these technical means include infrastructure, platforms, transmission technologies and protocols as well as user interfaces.

Sunrise makes every effort to ensure flawless quality in its services and networks. Network faults that are within the control of Sunrise shall be rectified as quickly as possible. Sunrise is exempt from its obligation to perform in the case of force majeure. Force majeure is defined as any unforeseeable event or those events whose effect on performance of the contract is not within the sphere of control of either party to the contract. Sunrise is not obliged to monitor the consumption of services. If a customer incurs excessive usage charges, Sunrise is entitled to inform the customer accordingly, but is not obliged to do so.

## 4. CUSTOMER'S OBLIGATIONS

During the term of the contract, the customer is required to use the Sunrise services in compliance with the contract and to pay for the received services within the specified period.

When subscribing or registering, the customer is required to prove his or her identity by means of an official identity document, to keep Sunrise continuously informed of his or her current name and address, and to notify Sunrise of any changes in this respect without delay, either online or in writing. Sunrise is entitled to withhold the services that it owes under the contract until such time as the customer has provided Sunrise with correct and complete data and has proved his or her identity. This shall not affect the obligation of the customer to pay for the services.

The customer must follow all the security-related instructions recommended by Sunrise, in particular to safeguard devices against unlawful access by third parties, to back up data regularly to prevent data loss and to store access data, passwords and PIN numbers carefully and not to pass them on to third parties. If access data, passwords, PIN numbers or a SIM card is/are lost, Sunrise must be notified immediately. Up to this point in time, the customer must in any event pay for the services received through the connection in question (e.g., use by third parties).

## 5. THIRD-PARTY SERVICES

If a service or an additional service is offered by a third-party provider (e.g., value-added services, content services), the customer concludes the contract with this third party, unless otherwise agreed, and the terms of contract and conditions of this third-party provider are

applicable. The performance of Sunrise is limited to provision of the technical access to the other provider. Depending on the service, Sunrise may demand payment of the charges on the other provider's behalf and collect them. The customer may block overall access to telephone value-added services with collection by Sunrise or only access to adult services, unless Sunrise enables a more precise distinction to be made between the services that can be blocked. Sunrise accepts no liability or warranty for providers of this type or for their services.

## 6. TERMS OF PAYMENT

Bills are prepared on the basis of technical records. If a minimum threshold is not met for a billing cycle, Sunrise shall be entitled to postpone the billing. A fee is charged for all bills delivered by mail. The customer undertakes to pay the amount billed by the due date stated on the bill. If no due date is given, a payment period of 30 days shall apply.

Sunrise may charge the customer for the amounts owed for the use of value-added services or any performance by other third-party service providers, together with the bill from Sunrise. The provisions in sections 6 to 8 also apply if Sunrise collects fees on behalf of third parties (except for disputed invoices for value-added services where the connection is blocked or the contract is terminated before resolution of the dispute).

**The customer must raise any justified objections to the bill with Sunrise within 30 days. If this is not done, the bill shall be regarded as accepted by the customer.**

The customer's claim for a refund resulting from overpayments shall be credited to the customer's billing account and offset against the next bill that becomes due. On termination of contract, all outstanding amounts shall become due.

## 7. DEPOSIT AND CREDIT LIMIT

Sunrise may require a deposit or advance payment from its customers, or set a monthly credit limit, both when the contract is signed and during the term of the contract, if there is justified doubt regarding compliance with payment obligations, or if debt collection measures are known to have been taken against the customer. The deposit may be offset against all claims against the customer. Deposits may only be reclaimed after six months at the earliest, on termination of contract at the latest, if all claims of Sunrise have been settled.

## 8. DEFAULT

If the customer does not meet his or her payment obligation within the payment period or does not provide a reasoned objection, the customer shall be in default upon expiry of such period without further reminder and will have to pay default interest of 6%. Default also occurs if a partial amount of the bill is disputed and the undisputed part is not paid, or if Sunrise has rejected the customer's objection as unfounded. Pursuant to section 11 or 17, Sunrise is then entitled to block the services and cancel the contract.

After one free payment reminder, the customer will be charged a reminder fee per reminder. Sunrise is entitled to engage a third party for debt collection at any time. In this case, the customer must pay minimum fees, which must be paid directly to the third party engaged for debt collection.

In addition to these minimum fees, the customer shall compensate the third party for individual costs and expenditures incurred in connection with the debt collection. For details, please visit [www.sunrise.ch/servicefees](http://www.sunrise.ch/servicefees)

## 9. DATA PROTECTION

In the context of providing services for the customer, Sunrise may collect personal data itself, obtain such data from third parties, and store, process and pass it on to third parties, while at all times observing the legislation in force regarding the protection of data.

To the extent permitted by law, or if there are prevailing interests on the part of Sunrise, or if the customer provides consent, Sunrise can process the personal data collected for the following purposes:

- a) to verify that the conditions for concluding a contract are met;
- b) to fulfill contractual obligations in respect of the customer;
- c) to maintain, develop, and preserve customer relationships;
- d) to individualize services or provide personalized content e.g. by conducting research on demographics, user behavior, and user interests;
- e) for address validation purposes;
- f) to prevent unlawful use of services (in particular to prevent fraud when the contract is concluded and during the term of the contract);
- g) for billing and collection purposes, and for assessments of credit rating and creditworthiness;
- h) for advertising, designing and developing Sunrise products;
- i) for publication in directories.

Sunrise may use third parties for data processing in Switzerland and abroad. If the customer obtains services at Sunrise from a third party, Sunrise shall be permitted to pass on the customer data to the third party for processing, which the latter needs in order to fulfill the contractual obligations to the customer. Should Sunrise involve third parties from Switzerland and abroad, these are contractually obliged to comply with the necessary measures in accordance with applicable data protection law.

For additional information on the use of personal data, please refer to the Data Privacy Statement available at [www.sunrise.ch/dp](http://www.sunrise.ch/dp).

## 10. ABUSE

Services may not be misused, i.e. used in a way that is unlawful or in breach of the contract. The following in particular are regarded as abuse:

- a) any non-designated use of the services;
- b) reselling or free provision of services;
- c) the use of services for the redirection of calls on the Sunrise mobile phone network by way of GSM gateways or similar facilities;
- d) establishing continuous connections or connections that result in direct or indirect payments or other considerations by third parties to the customer;
- e) forwarding of connections to short codes or value-added service numbers;
- f) distributing mass advertising or malware (harmful software);
- g) connecting non-compliant devices to the Sunrise infrastructure;
- h) unauthorized access or unauthorized use of data, systems and network elements;
- i) overuse which could result in a system or network overload.

The resale or provision of services to third parties may only occur after the prior written consent of Sunrise. Enterprises which are affiliated with a customer are also considered third parties within the meaning of this clause.

The customer shall indemnify Sunrise for third party claims that arise from an improper use of the services by the client. Should there be any abuse borne by the customer, Sunrise is to be informed immediately.

## 11. BLOCKING

Sunrise may block services without notice, in whole or in part, or restrict them to specific services if i) there is an important reason pursuant to section 17, ii) the blocking is presumably in the customer's best interest, e.g., if the service is being misused by third parties or iii) there is reasonable doubt that the payment obligations are complied with, until a deposit is made, pursuant to section 7.

The customer will be notified about the blocking by suitable means.

The service block can remain in force until the reason for the block has been rectified. If the customer is responsible for the reason behind the service block, the customer's obligation to pay for the service during a block remains unaffected, and the customer can be

charged a processing fee for each incidence of blocking and unblocking, as well as any costs associated with a replacement SIM card.

## 12. DEVICES

A device acquired from Sunrise is the property of the customer, subject to any other agreements. Sunrise shall be entitled to make the acquisition of a device subject to retention of title. The warranty conditions published by Sunrise apply to devices. In the event of a material defect, the rescission of the contract is excluded in any event.

Devices that are lent to the customer remain the property of Sunrise. They must be returned to Sunrise within 30 days of the contract ending or on request. No rights of lien or rights of retention may be established on these devices. Any lent devices not returned at the request of Sunrise will be invoiced to the customer at the original price.

## 13. WARRANTY FOR SERVICES

Sunrise undertakes to render to the customer with due care and diligence the services owed under the contract which are intended for normal use by private and business customers. Sunrise nevertheless provides no guarantee for the following:

- a) uninterrupted or fault-free operation of its services;
- b) full coverage by its network;
- c) specific transmission times or capacities;
- d) the integrity of the data transmitted or obtained through the Sunrise infrastructure or third-party networks;
- e) content or services created by or accessible from third parties
- f) absolute protection of its network or third-party networks against unauthorized access or interception;
- g) protection against malware (harmful software), viruses, spamming, Trojans, phishing attacks, data and other criminal acts by third parties;
- h) avoidance of any data loss due to network faults or repair of devices;
- i) security precautions on the infrastructure of Sunrise that are intended to prevent damage to devices of the customer.

Sunrise reserves the right to perform network maintenance work that may result in business disruptions or slowdowns. An occurrence of any such event shall not be good cause for extraordinary termination by the customer within the meaning of section 17.

## 14. LIABILITY

Sunrise does not accept any liability for force majeure or loss/damages for which Sunrise is not responsible or which occurred due to the blocking or termination of services (sections 11 and 17). The liability for indirect/consequential losses, lost profit and data loss is excluded in any event.

## 15. CONTRACTUAL TERM

The contract comes into force on the date the customer signs it, subject to a positive credit check or provision of the agreed deposit, unless a later date is specified in the contract. In the case of an order via the Internet, the contract shall start when the customer receives the corresponding confirmation of the contract by Sunrise in writing or by e-mail. The agreement shall come into effect upon activation or use of the relevant service at the latest. Regardless of the contract start date, a minimum contract duration always begins when the service is activated.

## 16. ORDINARY TERMINATION

**Mobile, internet, landline network and TV subscriptions may only be canceled by telephone (0800 100 600, toll-free within Switzerland) or via Sunrise chat.** See [www.sunrise.ch/cancellation](http://www.sunrise.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 cancellations 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.

The termination provisions according to the Special Conditions for Mobile Services shall apply to mobile services.

The termination provisions according to the Special Conditions for Landline Network, Internet and TV Services shall apply for Internet, landline network and TV/radio services.

In addition, the termination provisions in the respective

service descriptions apply. Sunrise has the right to cancel contracts with a notice period of 2 months at the end of any month, regardless of the minimum contract duration.

## 17. TERMINATION FOR GOOD CAUSE

If good cause exists, Sunrise shall be entitled to terminate the respective contracts with the customer or all or individual services contained therein immediately without giving notice. Good cause exists in particular if

- a) the customer does not pay the required deposit within the specified period;
- b) there are indications that the customer is using the services for purposes that are in breach of the contract;
- c) a judicial authority orders Sunrise, with legally binding effect, to discontinue providing the service to the customer;
- d) the use of Sunrise's or a third party's networks is being impaired by the customer;
- e) there is reason to believe that the customer made incorrect or incomplete disclosures when concluding the contract;
- f) the customer is in repeated default of payment after having received several reminders;
- g) predominant public interests require it;
- h) there is any improper use within the meaning of section 10.

Reactivation of a terminated contract has cost consequences for the customer. If good cause exists, the customer shall have the right to cancel the respective contract with Sunrise without prior notice. Good cause exists in particular if

- i) Sunrise culpably commits a continuous, substantial violation of the contract and does not remediate said violation of the contract despite reasonable warning by the customer;
- j) the network availability at the domicile, workplace or business headquarters of the customer is interrupted for more than 7 days (except for force majeure events);
- k) the customer moves within Switzerland and can no longer use the service at their new place of residence;
- l) the customer is deceased.

## 18. EARLY TERMINATION - CONSEQUENTIAL COSTS

Cancellation by the customer before the end of the minimum contract duration or outside of the notice period is only possible by paying a fee. Regardless of the reason for the cancellation, the stipulated fixed compensation fee is due. If no fixed amount has been agreed upon, the customer must pay the full sum of the monthly recurring basic fees for the period remaining until the end of the minimum contract duration plus an additional service fee. These shall become due for payment immediately.

Any different provisions set out in the Special Provisions for the relevant services and cancellation by the customer for good cause remain reserved.

The customer must also pay the compensation if the contract was terminated by Sunrise due to good cause for which the customer is at fault (section 17). Sunrise may demand appropriate compensation if a service is converted into a service package with a lower subscription fee.

Once the minimum contract duration has expired and for contracts without a minimum contract duration, if a contract is cancelled outside of the regular notice period it will still be necessary to pay the basic monthly fees until the regular notice period is over and an additional service fee will also be charged.

Certain offers may stipulate a minimum contract duration which, if not complied with, may result in additional costs (e.g., compensation for devices offered as a gift).

## 19. AMENDMENT OF CONTRACT CONDITIONS

**Sunrise reserves the right to amend the contract terms and conditions at any time** if said amendments are justified by legitimate interest. Customers will be informed of any amendments in an appropriate manner and with reasonable advance notice.

The customer must accept amendments to the contract conditions for technical and operational reasons, insofar as such amendments are advantageous to the customer or cause a negligible reduction in performance, without affecting key provisions in the contractual relationship. Furthermore, amendments which are necessary as a result of statutory requirements (e.g., increase of the sales tax or copyright levies) or judicial

orders shall be admissible.

If, in other cases, Sunrise changes pricing or services and the overall cost (price) to the customer is higher or particular services are reduced significantly, the customer may terminate the contract or the relevant services without cost implications with effect from the date on which the change comes into effect pursuant to section 18, unless Sunrise submits one of the following substitute offers of its choice to the client within 14 days after receipt of the cancellation: the unchanged continuance of the previous contractual provisions or the appropriate compensation of the overall burden for the customer as a result of the change.

**If the customer does not terminate the contract by the end of the advance notice period, the amendments to the contract conditions shall be regarded as approved. The amendment or substitute offer then becomes an integral part of the contract.**

If the change affects an additional service or an option, the right of termination shall relate exclusively to the additional service or option.

## 20. INTELLECTUAL PROPERTY RIGHTS

Any and all intellectual property rights associated with Sunrise services or the provision or sale of devices, in particular software, shall remain with Sunrise or the respective holder of the rights. The customer receives a non-transferable, time-limited and non-exclusive right to use such rights in compliance with the contract. The customer is not entitled to any more extensive rights.

## 21. OTHER AGREEMENTS

Sunrise generally sends business correspondence, including bills, electronically via e-mail. The e-mail address provided by the customer and on file in the customer account is used as the delivery address for the customer.

The customer waives his or her right to offset reciprocally payable sums with respect to all claims against Sunrise.

Additional agreements, amendments, and supplements to the GTC, Special Provisions or other contractual documents must be in writing and signed in order to be valid. Handwritten changes are only valid if both parties acknowledge them by signing separately. The provisions of section 19 remain reserved.

The customer is permitted to transfer rights and obligations arising from this contract to third parties only with the prior written consent of Sunrise. Sunrise is entitled to transfer the contract to third parties without the consent of the customer.

## 22. PLACE OF JURISDICTION AND APPLICABLE LAW

The contract is subject to Swiss law. Place of jurisdiction is Zurich. Mandatory places of jurisdiction under federal law remain reserved.

Sunrise UPC LLC  
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