

SPECIAL PROVISIONS FOR MOBILE SERVICES

1. OBJECT OF THE CONTRACT

These special provisions apply to all mobile communications services that Sunrise UPC LLC («Sunrise») provides to customers under the «Sunrise» brand. This includes all voice, SMS, news, Internet, data, media, and value-added services that are obtained via the mobile network.

Sunrise provides the customer with a mobile connection. This mobile connection enables the customer to use a mobile device for access to the mobile network operated by Sunrise and its roaming partners domestically and abroad, in order to establish and receive voice and data connections.

The nature and scope of the contractual services are comprised of the general terms and conditions (GTC), the provisions of the respective customer contracts as well as the current service descriptions and offer conditions presented in advertisements, in the fact sheets, in the regulations on fair use of the services or on www.sunrise.ch or www.sunrise.ch/gtc («terms of contract»). In the event of any discrepancies, the Special Provisions shall take precedence over the GTC. Individual offers may also provide for provisions that deviate from these special provisions. These Special Provisions shall be regarded as accepted by the customer when the relevant services are obtained.

2. MOBILE NETWORK AND SERVICES

The network coverage stated by Sunrise is non-binding. Uninterrupted full-coverage availability of services domestically and abroad cannot be guaranteed since services may be influenced by factors beyond the control of Sunrise. Gaps in mobile coverage may even occur in areas designated as well covered.

Sunrise reserves the right to restrict or suspend services temporarily, e.g. due to maintenance work on the network, capacity bottlenecks, faults in the equipment belonging to Sunrise or third parties, power supply problems, etc. Sunrise shall make every effort to remedy disruptions occurring within its sphere of influence as quickly as possible.

It is possible to make calls in other countries to the extent that Sunrise maintains a roaming agreement with foreign mobile service providers. The scope of the roaming services depends on the products offered by the foreign provider. Sunrise shall specify the roaming partner in countries with more than one possible provider.

Sunrise does not guarantee any minimum availability with regard to data traffic over the mobile network. The stated network bandwidths and transmission speeds represent best possible performance and cannot be guaranteed. Actual Internet speed depends on a number of factors, e.g. network coverage, network capacity utilization, network quality and network expansion. It may be lower than the stated maximum figures.

3. OPTIONS

Options for mobile services include additional functions or benefits and may either be offered free of charge or are billed as a subscription or based on usage-dependent fees. The availability of individual options depends on the subscription, its scope and the contractual terms, and is shown on the Sunrise website and in the Sunrise rates overview.

Sunrise does not guarantee the continuous availability of the options. Sunrise reserves the right to expand, limit, cancel or otherwise change options at any time. If a customer has signed up for such an option, such changes will be communicated in advance in suitable form. Section 19 of the GTC applies. The underlying contract is not affected by the limitation to or discontinuation of an option.

4. PHONE NUMBER, SIM

There is no automatic entitlement to keep an assigned phone number or to pass it on to third parties.

Sunrise may take back or change assigned phone numbers if required to do so for legal, official, operational, or technical reasons. There is no entitlement to compensation. On termination of the contract, the phone number reverts to Sunrise, unless it is ported to another provider.

The number of the caller is generally displayed to the person being called. On request, Sunrise may arrange a temporary or permanent suppression of phone numbers. For technical reasons, however, this cannot be guaranteed, especially in the case of SMS messages, calls from or to external networks, or for emergency numbers.

Replacement SIM cards or a switch to another card format are generally subject to a charge. Temporary SIM are deactivated after porting.

5. GENERAL RATE DETAILS

The prices and conditions published at the time of concluding the contract shall apply. Only services for which billing data is available are considered on the bill. Billing for usage data that is delivered subsequently, e.g. for roaming, may appear on subsequent bills.

Unless stipulated otherwise in the mobile phone contract or in the rate plans, the following provisions apply:

- a) In the case of flat rates, the following are charged in addition to the subscription fee: connections to other countries, connections within other countries and from other countries, connections to special numbers (e.g. 084x, 090x, 18xx, 058), connections to value-added services, fees for options. These items are only included in flat rates if this is expressly mentioned in the relevant rate.
- b) Call charges are usually calculated in minutes (Roaming in seconds), while mobile Internet connections are calculated per KB.
- c) SMS/MMS flat rates only apply to SMS/MMS messages that are sent within Switzerland.
- d) The Prepaid cost airbag relates to calls to all Swiss landline and mobile networks up to a maximum call duration of 120 minutes per call. Connections to short codes and value-added service numbers (e.g. 18xx, 084x, 090x) are excluded from the cost airbag.
- e) Any unused data quota for a specific period, included credit balances or a specific recording capacity shall lapse and shall not be transferred to the subsequent period.
- f) Calls from within Switzerland to specific value-added services or special numbers outside Switzerland are blocked.
- g) A fee charged on a «per day» basis refers to the time of first use until midnight on the same day.
- h) Voice messages will be deleted irrevocably after 8 days (Sunrise mailbox) or 15 days (Sunrise mailbox pro). Sunrise does not accept any liability for deleted information or information that is otherwise lost.
- i) The speed of mobile Internet may be decreased after having used a specific daily or monthly data volume according to the «Provisions for proper use of mobile Internet» or the product description.
- j) Share data subscriptions are billed according to the terms of the associated mobile rate plan. If the share data subscription is later separated from the underlying mobile rate plan, the terms and conditions of the standalone share data subscriptions apply according to the price list in the service description.
- k) Subscriptions with unlimited roaming are intended for personal use in Switzerland and may not be used over a longer period predominantly or exclusively abroad or provided for the use of persons abroad.
- l) Certain offers provide for a promotional discount, combination discount or volume discount on the basic fee of the subscriptions eligible for a discount. Unless otherwise specified in the ser-

vice descriptions or an offer, accumulations of discounts are excluded, and discounts are only possible if the services eligible for discounts are billed on the same bill.

6. PREPAID

The Sunrise Prepaid SIM card includes an initial balance which is credited to the customer's account. The account balance may be increased by the customer at any time by making the appropriate payments. The account balance cannot be paid out. Payout or transfer of account balances to another service provider is excluded.

If a Prepaid mobile connection remains unused for 12 months, Sunrise is entitled to block the connection without notice. If the customer does not request reactivation of the connection within a further 6 months, Sunrise is entitled to terminate the contract, reclaim the relevant phone number and reissue it. Any remaining balance on the customer's account is paid out to the customer upon his or her request, minus an appropriate processing fee. This payout does not include the initial balance or other credits which are made available free of charge. Prepaid cards are personal and may not be passed on to unknown third parties or resold.

Notifications from Sunrise to Prepaid customers are generally sent by SMS. The notification is regarded as received when it is received by the device, irrespective of whether this is done by the customer or another person.

The identity of the customer is registered in line with statutory requirements. The connection is not activated prior to this time.

7. DEVICES, WARRANTY

The customer is responsible for the proper functioning and compatibility of his or her device with the Sunrise infrastructure.

If the device is defective, customers may claim under the 24-month manufacturer's warranty on all devices sold by Sunrise of any brand. The warranty entitlement depends on the conditions of the manufacturer. **Apart from this, Sunrise excludes any statutory warranty.**

Sunrise accepts all devices which are defective and covered by warranty, whereby repairs must be performed by a third party designated by the manufacturer.

The customer is obliged to examine the device immediately after purchase and report any defects without delay. In the case of a defect that the customer reported immediately, the manufacturer has the choice of repairing the device or replacing it with a device of equal value. Rescission of the contract is excluded.

The customer is required to back up the data stored on the device. Liability for lost data is excluded.

A 3-month warranty applies to replaced or repaired devices, unless the original warranty period is longer, or the manufacturer warranty provides a different warranty period. The warranty excludes normal wear and tear on the device, improper handling, defects caused by external influences (force, dropping, water, dampness, heat, cold, malware, viruses, etc.) and lack of compatibility with technical infrastructure. Any entitlement to repair or exchange shall expire if the customer attempts to open the device.

8. DEVICE PLAN / INSTALLMENT PAYMENT

If Sunrise and the customer have concluded an installment payment agreement (device plan), the number and amount of the monthly installments and any initial payment shall be specified in the purchase and installment payment agreement. The duration of the installment payment agreement shall be 24 months unless otherwise agreed. The monthly installments will be charged with the bill for the mobile phone contract. The payment terms are governed by section 6 GTC.

The installment payment is free of interest and other charges. The customer may pay all outstanding installments at once at any time.

A device plan may only be sold in combination with a mobile subscription.

The financed device is the property of the customer. Theft, loss, surrender or transfer of ownership of the device shall not release the customer from the obligation to fulfill the installment payment agreement or from paying the installments.

9. INTELLECTUAL PROPERTY

In order to use the mobile services, the customer receives a non-transferable, non-exclusive and non-sublicensable right to use the software stored on the SIM card for the term of the contract. In all other respects, all rights to the software remain with Sunrise or the respective holder of the rights. Manipulation of the SIM lock is expressly prohibited.

10. SWITCHING SUBSCRIPTIONS

For all subscriptions, switching to a subscription with a higher monthly fee is possible free of charge.

Switching to a subscription with a lower basic fee is generally possible at the beginning of the following month.

During the minimum contract duration, it is only possible to switch to a subscription with a lower basic fee by paying a buyout fee. After the minimum contract duration has ended, such a switch is free of charge.

With certain offers, switching to a subscription with a lower basic fee will either not be possible or will incur additional costs. The terms and conditions of the offer apply.

Where a minimum contract duration is noted for individual business customer segments in an individual contract, it is not possible to change to a subscription with a lower basic rate within the first two months after activation. After this a change is possible at any time free of charge.

With a switch in subscription plans during a month, included service components of the previous and the new subscription will be charged on a prorated basis.

11. TERMINATION OF THE MOBILE PHONE CONTRACT

(i) Subscriptions without a minimum contract duration:

The contract will be concluded for an indefinite period and may be canceled at the end of any month with a minimum notice period of 60 days.

(ii) Mobile subscriptions with a minimum contract duration:

Certain subscriptions or offers may be linked to a minimum contract duration. The terms and conditions of the subscription or offer shall apply. In this case, the mobile phone contract can be canceled with a notice period of 60 days to the end of the minimum contract duration. After the minimum contract duration has ended, the contract can be canceled by giving 60 days' notice to the end of any month.

(iii) Mobile subscriptions with a device plan:

If the customer cancels the mobile subscription, the mobile subscription and all device plans associated with the mobile subscription will end together after the 60-day notice period for the mobile subscription has expired. All outstanding installments still due on these device plans must then be paid immediately and in full. A change to the mobile subscription's contract holder is equivalent to the cancellation of the mobile subscription.

(iv) Options:

Options generally have a minimum term of 1 month, unless indicated otherwise in the rates overview under the relevant option. Once the minimum term ends, the options can be terminated at any time.

Termination of a service also includes all the options associated with the cancelled services. Cancellation of an option does not affect the underlying service. However, if a terminated service is linked to an option whose minimum contractual term has not yet been reached, the customer owes the fees for the option up to the end of the minimum contractual term. The fees shall be due immediately.

(v) Termination formalities:

Termination of a mobile subscription must be done either over the phone (0800 100 600, free of charge

within Switzerland) or via Sunrise Chat. Cancellations of subscriptions with a minimum contract duration of twelve months or more may not be submitted earlier than six months prior to end of the contract period.

Termination notices submitted in a letter or e-mail are not valid. For terminations involving phone number porting, a written notice of termination will still be accepted as long as the new provider submits it electronically on behalf of the customer within the context of the porting process.

(vi) Other provisions

Otherwise section 16 (Ordinary termination), section 17 (Termination for good cause) and section 18 (Early termination - consequential costs) of the GTC shall apply.

12. TERMINATION OF THE DEVICE PLAN

The installment payment agreement (device plan) shall be regarded as terminated if

- a) the customer cancels the mobile subscription, which is linked to the device plan, or
- b) the customer has paid all outstanding installments, or
- c) Sunrise receives a termination notice from the customer, or
- d) Sunrise terminates the mobile phone contract for good cause (section 17 GTC), or
- e) Sunrise terminates the installment payment agreement for good cause (section 17 GTC), or
- f) the ownership of a mobile phone contract is changed, and the installment payment agreement is not transferred to the new owner, or
- g) after expiration of the contractually agreed duration of 24 months, commencing with the receipt of the device (unless another contract duration has been agreed)

If there are any outstanding installments at the time of cancellation, these become due immediately.

Neither ordinary termination by Sunrise of the mobile phone contract referenced in the purchase and installment payment agreement as per section 16 GTC and section 11 of these provisions, nor extraordinary termination by the customer for a reason for which Sunrise is responsible, shall affect the installment payment agreement.

Sunrise UPC LLC
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