

1. SUBJECT MATTER OF THE CONTRACT

These Special Conditions apply to all prepaid and postpaid services of MTEL Schweiz GmbH which are obtained by the customer under the brand or name "MTEL" via mobile networks (such as voice, SMS, messaging, internet, data, media and value-added services, etc.). MTEL provides the customer with a mobile phone connection. Through this mobile phone connection, the customer can use the mobile network of MTEL and its roaming partners in Switzerland and abroad by means of a mobile device to establish and receive voice and data connections. The nature and scope of the contractual services are further subject to the General Terms and Conditions of MTEL ("GTC"), the tariff / service descriptions, the provisions of the contract for mobile services or the purchase and instalment payment agreement, the regulations on the appropriate use of the services and the current product information at www.mtel.ch ("MTEL Schweiz Website"). The customer will be deemed to have accepted these Special Conditions when they use the corresponding services. 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. The General Terms and Conditions
4. The current service descriptions and offer conditions

2. MOBILE NETWORK AND SERVICES

The network coverage specified by the MTEL mobile phone partner will be non-binding. The continuous and area-wide availability of the services in Switzerland and abroad cannot be guaranteed or assured, as this may also be influenced by factors outside MTEL's control and for which MTEL is not responsible. Gaps in radio coverage can occur even in well-served areas or buildings. MTEL reserves the right to temporarily limit or discontinue services, e.g. due to maintenance work by our partner on the grid, capacity bottlenecks, faults in MTEL's or third parties' facilities, power supply difficulties, etc. MTEL does not guarantee or warrant uninterrupted grid transition between the different grid technologies. MTEL shall endeavour to remedy as quickly as possible any malfunctions that are within MTEL's sphere of influence. WiFi is not included in the present services. Calls or radio coverage abroad are possible as long as there is a valid roaming agreement between MTEL and foreign mobile phone providers. The scope of roaming services is determined by the offer of the foreign service provider. In countries with several possible providers, MTEL will determine the respective roaming partner. You can find the roaming partners at mtel.ch/en/roaming. MTEL does not guarantee or warrant any minimum availability with regard to data traffic over the mobile network. The indicated network bandwidths and transmission speeds are best possible performances under optimal conditions and MTEL neither guarantees nor warrants the achievement of the maximum values nor a minimum bandwidth. The actual Internet speed depends, for example, on the network coverage, network utilisation, network quality and network expansion, the terminal device, the number of users, the location, etc. and may be lower than the maximum data provided.

3. OPTIONS

Options for mobile services include additional features or benefits and are either offered free of charge or charged via a subscription fee or usage-based fees. The availability of individual options depending on the subscription, the scope of services and contract term of which can be seen on the MTEL Website and in the MTEL tariff overview or in the service specifications. MTEL does not guarantee the continuous availability of such options. MTEL reserves the right to expand, restrict, discontinue or otherwise change the options at any time. If the customer has booked such an option, these changes will be communicated in an appropriate manner in advance. Art. 20 of the GTC applies. The restriction or discontinuation of an option shall not affect the underlying contract.

4. PHONE NUMBER, SIM CARD

Subject to any transfer right, there is no claim to retain an allocated telephone number or to pass it on to third parties. MTEL may withdraw or change assigned numbers and/or replace the SIM card at any time, if required for legal, regulatory, operational or technical reasons. There is no entitlement to any compensation. After termination of the contract, the number will revert to MTEL, unless MTEL agrees to a transfer in writing. The caller's number is always displayed to the called party, if technically possible. MTEL can arrange for temporary or permanent number suppression upon request [free of charge / against a charge]. However, this cannot be guaranteed, especially for SMS and calls from or to foreign networks, for technical reasons. Number suppression is not possible for calls to emergency numbers or to the MTEL hotline. Replacement SIM cards or the change to another card format will always be subject to a charge. Temporary SIM cards will be deactivated after a number transfer occurred.

5. GENERAL TARIFF DETAILS

The contractually agreed prices and conditions will apply. Services for which billing data are available will be taken into account only in the billing. Claims concerning subsequently delivered data, such as e.g. roaming charges, will be invoiced with the invoice following the data transmission to MTEL. The following provisions will apply, unless otherwise specified in the mobile phone contract or in the tariff overview provided as part of the service specifications:

- a) Flat rates will be charged in addition to the basic fee: Connections abroad, connections in and from abroad, connections to special numbers (e.g. 084x, 090x, 18xx), connections to value-added services, charges for options. These items will only be included in flat rates if that is explicitly set out in the corresponding tariff.
- b) Calls will usually be billed by the minute, mobile internet connections will be billed in 20 KB increments.
- c) SMS / MMS flat rates only apply to SMS / MMS sent within Switzerland.
- d) Cost control applies to calls to all Swiss fixed and mobile networks up to a maximum call duration of 120 minutes per call. The call will then be disconnected. Connections to short numbers and value-added service numbers (e.g. 18xx, 084x, 090x) are excluded from cost control.
- e) A data quota, inclusive credit or a certain recording capacity not used up for a certain period automatically expires and will not be carried over to the following period.
- f) Calls from Switzerland to certain value-added services or special numbers abroad will be blocked.
- g) For mobile internet connections, any included MB/GB data will only apply for use in Switzerland or for the roaming zones set out in the service specifications. Mobile internet connections abroad are charged according to the roaming tariffs of the foreign service provider. Foreign roaming tariffs will also apply if the customer uses a foreign mobile network in a Swiss border area.
- h) A fee charged per day refers to the time of the first use until midnight of the same day.
- i) Messages on the MTEL voicemail box will irrevocably be deleted after 8 days from receipt. MTEL shall not be liable for deleted or otherwise lost information, except as provided for in the cases set out in the last sentence of Art. 15 of the GTC.
- j) The speed of mobile internet can be reduced after a certain data volume has been used according to the product specification in the tariff overview.
- k) Shared Data subscriptions will be billed according to the conditions of the linked mobile phone contract. After a decoupling of the two contracts, the conditions for the shared data subscription apply in accordance with the contractual price list.
- l) Subscriptions with unlimited roaming are intended for personal use in Switzerland and may not be used mainly or exclusively abroad over a longer period of time or be transferred for use to users abroad.
- m) Any commercial use of private customer contracts is prohibited (e.g. use in a mobile gateway, router, etc.). Should this be the case, MTEL may request charges according to the price list.

6. PREPAID

The MTEL prepaid SIM card contains an initial credit which will be credited to the customer's account. The account balance can be increased by the client through payments at any time. Any pay-out or transfer of account balances to another provider or to another number at MTEL is excluded. If an MTEL prepaid mobile connection remains unused for 12 months, MTEL will be entitled to block the mobile connection without notice. If the customer fails to request a reconnection of the connection after another 6 months, MTEL will be entitled to terminate the service for good cause and to reclaim and reassign the corresponding number. Any remaining credit balances will be paid out to the customer on request, against payment of an appropriate processing fee. Initial credit balances and other credit balances provided free of charge shall be excluded from pay-out. Prepaid cards are personal and may not be passed on or resold to unknown third parties. Notifications to prepaid customers will usually be made in writing by SMS. The message will be deemed to be received when it is received by the device, regardless of whether it is the device of the customer or another person. The identity of the customer is registered in accordance with the legal requirements. The connection will not be activated before registration.

7. PRIORITY OF THE MANUFACTURER'S WARRANTY WHEN PURCHASING THE DEVICE

The customer is responsible for the functionality and compatibility of their device with MTEL's infrastructure. If the manufacturer of the device provides a manufacturer's warranty in the event of a defect, MTEL's warranty shall be excluded and the customer's rights shall be governed by the conditions of the respective manufacturer. MTEL will accept defective devices and devices subject to warranty, where any repair work will be carried out by a third party designated by the manufacturer. If no manufacturer's warranty applies, MTEL's warranty shall be governed by Art. 13 (Material Warranty for the Purchase of Devices) of the GTC.

8. INSTALMENT PAYMENT / DEVICE PLAN

If MTEL and the customer have concluded an instalment payment agreement ("Device Plan") for the purchase of a device, the number and amount of the monthly instalments as well as any down payment shall depend on the purchase agreement and the Device Plan. The contract term of such Device Plan shall be 24 months, unless otherwise agreed. The monthly instalments will be charged to the invoice for the mobile phone contract. The terms of payment shall be governed by Art. 6 of the GTC. Payment by instalments will be free of interest and charges. The customer will be entitled to pay the outstanding instalments at once, at any time. A Device Plan can only be concluded together with a mobile phone contract from MTEL ("Mobile Subscription"). The customer will acquire ownership of the financed device upon handover after conclusion of the contract. Theft, loss, transfer of possession or ownership of the device etc. does not release the customer from the fulfilment of the instalment payment contract or from the payment of the instalments.

9. INTELLECTUAL PROPERTY

For use of mobile services and in connection with sold devices, the customer will receive a non-transferable, non-exclusive and non-sublicensable right to use the intellectual property rights, in particular software, existing on the SIM card and the device in accordance with the contract, for the term of such contract. The customer shall not be entitled to any further rights. In all other respects, any and all rights to the intellectual property rights shall remain with MTEL or the respective holder of the rights. Tampering with the SIM lock is expressly prohibited. MTEL's indemnification in case of infringements of intellectual property rights of third parties shall be governed by Art. 21 of the GTC.

10. CHANGE OF SUBSCRIPTION

- a) Mobile Subscriptions without a minimum contract term: Any change to a subscription with a lower basic fee is not possible within the first three months after activation of the contractually agreed service. After that, changes are possible, at any time and free of charge.
- b) Mobile Subscriptions with a minimum contract term: During the minimum contract term, any change to a subscription with a lower basic fee is not possible within the first three months after activation of the contractually agreed service. Thereafter, a change within the minimum contract term is only possible against the fee notified by MTEL to the customer upon their change request. After expiry of the minimum contract term, such a change is free of charge.
- c) A change to a Mobile Subscription with a higher monthly basic fee is possible for all Mobile Subscriptions, at any time and free of charge. In the event of a Mobile Subscription change within one month, any of the included service components of the previous and new subscription will be billed on a pro rata basis (e.g. minutes / SMS / MB for roaming).
- d) Any change of the subscription to another provider is possible subject to special contractual provisions and in accordance with the termination modalities set out in Art. 12 (Termination of the Device Plan) of these Special Conditions and Articles 17 (Ordinary Termination), 18 (Termination for Good Cause) and 19 (Consequences of Termination – Cost Consequences) of the GTC.

11. CANCELLATION OF THE MOBILE PHONE CONTRACT

- i. Mobile subscriptions without a minimum contract term: The contract will be concluded for an indefinite period of time and can be terminated with a notice period of 60 days to the end of each month.
- ii. Mobile subscriptions with a minimum contract term: Certain offers might be linked to a minimum contract term. The minimum contract term of 12 or 24 months is determined by the individual contract. The conditions of the contract will apply. The Mobile Subscription can then be terminated with a notice period of 60 days to the end of the minimum contract term. After expiry of the minimum contract term, the contract can be terminated with a notice period of 60 days to the end of each month.
- iii. Mobile subscriptions with Device Plan: Any termination of a Mobile Subscription without further liabilities requires the simultaneous and explicit termination of all Device Plans linked to this Mobile Subscription. The notice periods pursuant to Articles 11 (i) and (ii) shall apply. If the customer terminates the Mobile Subscription and the Device Plan at the same time, the Mobile Subscription and Device Plan end together after expiry of the notice period of 60 days for the Mobile Subscription. Any instalments of the Device Plan still outstanding at that time shall become due immediately and must be paid all at once. If several Device Plans are connected to the Mobile Subscription, all Device Plans for which not all instalments have been paid must be terminated together with the Mobile Subscription. If the customer only terminates the Mobile Subscription and if not all instalments of a Device Plan have been paid at the time the termination of the Mobile Subscription becomes effective, the time of termination of the Mobile Subscription will be postponed to the contractually stipulated end date of the Device Plan (i.e. usually 24 months after handover of the device). If several Device Plans are connected with the Mobile Subscription, the date of termination of the Mobile Subscription will be postponed to the end date of the most recent Device Plan. However, if the customer wishes to terminate the Mobile Subscription immediately, the monthly basic fees of the Mobile Subscription must be paid until the contractually stipulated end date of the most recent Device Plan, in which case the Device Plan will be automatically terminated as well. Any instalments of the Device Plan still outstanding at that time shall become due immediately and must be paid all at once.
- iv. Options: A minimum term of 1 month applies generally to options and 12 months to roaming options, unless otherwise specified in the tariff overview under the respective option. After expiry of the minimum term, the option will automatically be extended by the same minimum term. The options can be terminated daily to the end of the minimum term. The termination of a service also includes all options associated with the terminated services, without any further explicit termination being required for such options. Termination of an option will not affect the underlying service. However, if a service is cancelled to which an option is linked whose minimum contract term has not yet been reached, the customer will owe the fees for the option until the expiry of the minimum contract term. They will fall due immediately.

- v. Termination formalities: Terminations of Mobile Subscriptions must be made either by phone (+41 78 474 74 74, free of charge within Switzerland), via MTEL Chat or by e-mail. Terminations for subscriptions with a minimum contract term of twelve months or more may not be sent earlier than 6 months before the end of the contract term. In the case of terminations with number transfer, a written notice of termination will continue to be accepted, provided it is submitted electronically by the new provider on behalf of the customer as part of the transfer process. For full details and information on termination please visit mte.ch/en/legal.
- vi. Miscellaneous provisions: MTEL's rights of termination shall be determined in accordance with Article 17 (Ordinary Termination) and Article 18 (Termination for Good Cause) of the GTC. The customer is further entitled to terminate the contract for good cause in accordance with Article 19 of the GTC.

12. TERMINATION OF THE DEVICE PLAN

The Device Plan shall be deemed terminated when

- a) the customer has paid all outstanding instalments; or
- b) MTEL received the customer's notice of termination, or
- c) MTEL terminated the mobile phone contract for good cause (Art. 18 of the GTC); or
- d) MTEL terminated the Device Plan for cause (Art. 18 of the GTC); or
- e) there has been a change of holder of the Mobile Subscription without the instalment payment contract having been transferred to the new holder; or
- f) after expiry of the contractually determined contract term of 24 months, which starts after receipt of the device (unless a different contract term has been determined).

In the above cases b) to f), all outstanding instalments will be due immediately. The ordinary termination of the mobile phone contract referenced in the purchase and instalment contract by MTEL in accordance with Art. 17 of the GTC and Art. 11 of these Special Conditions, as well as the extraordinary termination for good cause in accordance with Art. 18 of the GTC, shall not affect the Device Plan.

13. FINAL PROVISIONS

Article 20 (Modifications of Contractual Conditions), Article 22 (Other Agreements) and Article 23 (Place of Jurisdiction, Arbitration and Applicable Law) of the GTC shall apply, mutatis mutandis, to these Special Conditions.