



## 1. General provisions

These Conditions of Offer govern the "Business Connect" service provided by Swisscom (Switzerland) Ltd (hereinafter referred to as "Swisscom"). In the area of IP telephony, they apply in addition to the General Terms and Conditions for Services of Swisscom (GTCs) and the Special Conditions governing the Fixed Network and the Internet. In the event of discrepancies, the Conditions of Offer shall take precedence.

## 2. Performances by Swisscom

### 2.1 General

Business Connect enables business customers to make IP-based phone calls on broadband lines with centrally available private branch exchange (PBX) functionality. Voice traffic is given priority over data traffic, thereby ensuring excellent voice quality at all times. Voice signals are coded in compliance with international ITU-T recommendations and transmitted over a dedicated, reserved channel.

### 2.2 Network, customer and user

A Business Connect network may comprise different sites in Switzerland. The owner of the connection at the main site shall be deemed to be the Customer. The Customer shall be the contract holder for all sites.

The user is the person to whom the Customer grants the right to use Business Connect.

### 2.3 Nomadic use / Emergency calls

Irrespective of location, the Customer and all users may also use Business Connect nomadically worldwide.

In the case of calls not made via company sites equipped with Business Connect, perfect voice quality cannot be guaranteed. The use of Business Connect in public networks or abroad can increase the risk of eavesdropping.

Emergency calls are always sent to the relevant emergency services at the main site. This also applies to devices and soft clients used nomadically away from the main site.

### 2.4 Voice channel and trunk channel

With voice channel and trunk channel, Swisscom offers two technical implementation options which differ in terms of permitted devices (IP phones, adapters and types of PBX) and features.

- Voice channel supports basic telephony functions for connecting ATAs (analogue telephone adapters) and IP phones.
- Trunk channel supports basic telephony functions for connecting private branch exchanges (hereinafter referred to as "PBXs").

Details on the voice channel and trunk channel options can be found on the Swisscom website.

### 2.5 Phone numbers

Existing phone numbers (single numbers, multiple numbers, DDI) may be transferred to Business Connect with the consent of the previous access subscriber. However, phone numbers can only be transferred back to the PSTN/ISDN network within the respective area code and for the entire number block (i.e. DDIs remain in the same block).

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### 2.6 Options/additional services subject to charge (voice channel only)

#### Virtual PBX option

The virtual PBX option consists of a soft client, Combox Pro, group functions and other features. Further details on this option can be found on the Swisscom website. The soft client is a software-based phone for installation on a computer that supports Business Connect telephony functions.

#### Receptionist option

In addition to the features offered by the virtual PBX option, the receptionist option includes software for simple call switching.

### 2.7 Activation, installation, programming; reservation regarding implementation

#### Activation date

After the order has been placed, Swisscom will notify the Activation date to the Customer and/or qualified partner commissioned for this purpose (hereinafter referred to as "Partner"). As from this date the service can be installed on site.

#### Installation

Responsibility for installation at the Customer's site lies with the Customer. The Customer can consult a list of possible partners on the Swisscom website or, on request, Swisscom can provide the Customer with a list. The Customer shall commission the Partner directly. Swisscom shall not be responsible for costs incurred in connection with the Partner.

Following installation, the Partner shall provide Swisscom with the signed acceptance protocol, also indicating the activation date.

#### Programming

Business Connect will be programmed by the Partner commissioned by the Customer, using the Business Connect configurator.

#### Reservation regarding implementation

Should it become evident during implementation that Business Connect is not feasible for technical reasons or would only be feasible at inordinate expense, Swisscom shall be entitled to withdraw from the contract with immediate effect and without any obligation to pay compensation. All costs already incurred in connection with Business Connect shall be waived for the Customer.

If Business Connect cannot be implemented due to incorrect information provided by the Customer or Partner commissioned by the Customer, each party shall be responsible for the costs that they themselves have incurred.

### 2.8 Disruption to operation / support

#### Hotline / on-call support

The free hotline 0800 055 055 handles support calls 24/7. Fault clearance support is provided Mondays to Fridays from 7 a.m. to 8 p.m. and on-call support from 8 p.m. to 10 p.m.

Fault clearance support is provided Saturdays from 8 a.m. to 5 p.m. and on-call support from 5 p.m. to 10 p.m.

On-call support is available on Sundays and on public holidays from 8 a.m. to 10 p.m.

### **Disruption in LAN**

If the fault lies in the Customer's Local Area Network (LAN), the hotline can, at the request of the Customer, refer the Customer to a Partner who will provide more extensive support on site.

### **Fault clearance in the case of an integrated PBX**

To facilitate fault clearance where a PBX system has been integrated in the Business Connect network, the Customer must provide access to the PBX via ISDN remote maintenance.

### **Liability for costs**

If Swisscom is called in to clear a fault which has not been caused by the Swisscom network, the costs may be charged to the Customer.

Swisscom shall not be responsible for costs incurred as a result of the Customer having commissioned a Partner to isolate and/or clear faults related to Business Connect.

## **3 Obligations of the Customer**

### **3.1 Technical requirements / devices**

#### **General**

Business Connect can only be operated with IP phones. Extended functions can be provided by operating a PBX in conjunction with Business Connect.

#### **IP phones, PBX systems, ATAs**

It is only permitted to use IP phones, PBX systems and ATAs (hereinafter referred to as "devices") which have been recommended respectively released by Swisscom.

- The recommended IP phones are specially configured for Business Connect.
- IP PBX systems can only be integrated into the Business Connect network if the model in question has been tested, approved and released by Swisscom.
- ATAs enable analogue devices to be connected to Business Connect.

#### **Deployment of non-recommended or non-released devices**

It is not permitted to use devices that have not been recommended or released by Swisscom. If the Customer uses devices or device configurations which have not been recommended or released,

- Swisscom cannot guarantee that all Business Connect features will function faultlessly
- Swisscom cannot provide support for the entire system
- Swisscom reserves the right to suspend provision of the service without prior notice and/or terminate Business Connect for good reason with immediate effect
- the Customer shall be liable for any damage.

### **3.2 Access data, passwords**

The Customer shall bear full responsibility for the use of access data and passwords. The Customer must take effective measures to prevent misuse. In particular, passwords must be chosen carefully, changed (or arranged to be changed) regularly and kept safe.

### **3.3 Protective measures**

The Customer must protect its infrastructure and data against unauthorised access by third parties. The Customer shall take measures based on state-of-the-art technology to prevent unauthorised access to third-party systems and the spread of computer viruses.

Should the in-house installation, PBX or other device belonging to the Customer damage or jeopardise a service, third party or system belonging to Swisscom or a third party, Swisscom may terminate delivery of the service without prior notification and without compensation, remove the Customer's device from the telephone network and claim compensation for damages.

## **4. Fees, payment obligation, billing**

### **4.1 Fees, cost-saving options**

For Business Connect and options subject to charge, the prices published on the Swisscom website shall apply. Calls within the same Business Connect network are included in the subscription charge. Unless agreed otherwise, all other calls shall be charged according to the standard rates in the latest Swisscom price list.

Swisscom offers various cost-saving options (combined offerings) depending on the broadband category. Detailed information on these options can be found on the Swisscom website.

### **4.2 Payment obligation**

The obligation to pay shall begin as of the activation date, but no later than 60 days after the contract comes into effect. Incomplete months shall be billed pro rata.

The obligation to pay shall also apply in cases where Business Connect has been activated but cannot yet be used due to delays for which Swisscom is not responsible.

If it is no longer possible to provide the Business Connect service at the site due to deficiencies in the essential infrastructure, this shall not release the Customer from an obligation to pay. This shall also apply in the event that Swisscom has legitimately blocked the preconditioned services at the site in accordance with the provisions of the contract (for example, due to payment default) as well as during the notice period in the case of termination.

### **4.3 Billing**

Unless agreed otherwise, all bills will be sent to the main site. Bills for the monthly charges for Business Connect and options will always be sent to the main site.

### **4.4 Noticeable change in costs**

In the interest of protecting the Customer, Swisscom reserves the right to block access to Business Connect in the event of a noticeable change in costs incurred by the Customer. The blocking shall only come into force if Swisscom is unable to make contact with the Customer and can be lifted again by the Customer getting in touch with Swisscom in writing or by phone.

## **5. Confidentiality**

Subject to legal obligation to disclose each party to the contract shall treat as confidential all information that is not publicly known or generally accessible.

Swisscom may use confidential information within the Swisscom Group, and accordingly warrants that such information shall be treated confidentially within the Swisscom Group.

## **6. Modifications to and discontinuation of the service**

### **6.1 Modifications**

Swisscom shall be entitled to make technical modifications at any time, provided such modifications do not impact the Customer's costs or adversely affect operation and performance of Business Connect. The GTCs shall also apply.

## **6.2 Discontinuation of the service**

Swisscom shall be entitled at any time to discontinue provision of the Business Connect service or parts thereof, subject to reasonable prior notification and without compensation.

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