

General terms and conditions

TalkTalk Ltd.



I. Scope of validity

1. These general terms and conditions (T&C's) shall be valid for all services and offers in the area of telecommunications, in particular for Internet (TalkTalk Internet), preselection services (TalkTalk Fix) and mobile phone services (TalkTalk Mobile) by TalkTalk Ltd. (hereinafter TalkTalk) insofar as nothing else has been agreed upon.
2. The client's general terms and conditions will not be recognized, even if they are not formally rejected by TalkTalk.

II. Conclusion of contract

The contract and these general terms and conditions shall come into effect as soon as TalkTalk has accepted the client's application and the connection has been established. TalkTalk reserves the right to refuse applications. The general terms and conditions shall come into effect at the same time as the contract.

III. Termination of contract

1. A cancellation occurs when the client switches to another provider, the rate plan is cancelled due to delayed payment or if the client cancels the telephone connection with the primary provider. The client is aware that the duration of the registration with a new telecommunication provider is not dependent on TalkTalk. As long as the client telephones via TalkTalk despite cancellation of the contract because s/he is not yet registered at another telecommunication provider or because the changeover has not yet taken place, s/he commits to pay for the services received. A test can be made under the number 0868 868 868 to determine to which company the subscriber is connected.
2. Termination of preselection without minimum contract duration (TalkTalk Fix)
The contract shall be concluded for an indefinite duration and can be terminated at any time without reasons given insofar as nothing else has been agreed upon for certain individual services.
3. Termination of preselection with minimum contract duration (TalkTalk Fix)
The contract is for a fixed period and can only be cancelled before the cancellation period expires. TalkTalk will invoice an administration fee if the client cancels during the contract period.
4. Termination: Internet (TalkTalk Internet)
An Internet contract is concluded for a defined period and can be terminated in writing per the end of the fixed duration under observance of the cancellation period. If a termination takes place before the expiry of the fixed duration or on a date which has not been agreed upon, the client is obligated to pay until the expiry of the fixed duration of the contract, even if he has not used further services. If the client terminates before starting to use TalkTalk services, the client shall owe TalkTalk all costs incurred in this connection.
5. Termination of mobile phone offers without monthly charge (TalkTalk Mobile)
The contract can be cancelled at anytime. The cancellation notice must be received in writing.
6. Termination of mobile phone offers with minimum contract duration (TalkTalk Mobile)
The contract is for a fixed period and can only be cancelled in writing and before the cancellation period expires. TalkTalk will invoice an administration fee if the client cancels during the contract period.
7. Termination of mobile phone offers without minimum contract duration (TalkTalk Mobile)
The contract may be terminated at any time in writing in compliance with the notice period.

IV. Services of TalkTalk

1. The services to be provided by TalkTalk shall ensue from the

instructions or orders of the client, which shall refer to an offer from TalkTalk.

2. The offered services and rates may be adjusted routinely and may change at any time. TalkTalk shall inform the client in writing of rate increases 14 days before they come into effect. The right of the client to terminate at any time preselection contracts and mobile phone service contracts according to items III.1 – III.6 remains unaffected. In the case of changes to the Internet rates, the client of the Internet services shall be entitled to terminate the contract per date of the coming into effect of the changes if he is negatively affected by the change in rate or services. This extraordinary right to terminate shall expire upon the coming into effect of the changes.
3. TalkTalk can at any time call in third parties in order to fulfill the offered services.
4. TalkTalk offers national and international services of the highest standard in the field of mobile telecommunications. Nevertheless TalkTalk cannot guarantee to supply services completely free of disruption or interruption and cannot accept any liability in this respect.

V. Responsibilities of the client

- The client shall undertake, when using the services of TalkTalk, to adhere to these general terms and conditions, as well as to other agreements made and the governing law.
2. The client shall in any case be liable for the use of his connection, the use of passwords or calling on the available services, especially when dialing premium rate numbers as well as use by third parties. The client shall keep secret all contract data, such as codes and passwords. In particular, he shall undertake to store the data securely and make it accessible to no one. He shall be liable for all damages ensuing from disregard of this protection provision. The client has to inform TalkTalk immediately about any unauthorized use or the loss of his contract data.
 3. The client is responsible for his own hardware and software components (including programs and PC configuration). In particular, TalkTalk does not give any guarantee that it will be possible to use the service with equipment acquired by the client and the settings selected by him.
 4. The client shall undertake to immediately notify any change in his data relevant to the contract (in particular changes of address).
 5. Supplementary agreements Internet
In particular, the client shall send and receive data contents under his own responsibility and shall be fully liable for the unauthorized access by third parties to the Internet services. The client shall remain responsible for every use of the Internet services via his connection. He shall protect his installation, devices and data (including programs) from unauthorized access and from manipulation by third parties. He shall take measures against incursions into other systems and against the spreading of viruses. Should the client violate the regulations of the general terms and conditions or misuse the Internet services, TalkTalk reserves the right, on a case-by-case basis, to discontinue the Internet services effective immediately. The client shall remain obligated to pay the fees agreed upon until the end of the fixed duration of the Internet contract. If TalkTalk is prosecuted under criminal, administrative, or civil law for contents that are proven to have been received or sent by the client, the client has to provide all-encompassing support to TalkTalk and hold TalkTalk harmless.

VI. Damaged SIM cards

TalkTalk shall replace free of charge any returned SIM card which turns out to be defective as a result of a manufacturing defect. TalkTalk calculates CHF 40.– for the SIM card, only when client explicitly require one. In addition TalkTalk shall have the right at any time to cancel, confiscate and/or replace the SIM card.

VII. Extraordinary terms and conditions for TalkTalk Prepaid products

1. Obligation of registration
The identity of the buyer of a prepaid product shall be verified with a valid official identification document. Whenever the buyer's identification document is not successfully verified, no sale of the TalkTalk Prepaid SIM card shall occur (according to the federal law of surveillance of the post and telecommunications article 15 section 5 (Bundesgesetzes betreffend der Überwachung des Post- und Fernmeldeverkehrs)). TalkTalk reserves the right to request the client to re-register with a valid official identification document, in case the registration is not successfully completed or contains mistakes. The TalkTalk Prepaid SIM card can be deactivated if the re-registration isn't completed within the deadline fixed by TalkTalk. The client has another 2 months time to complete the registration. If after this period of time no re-registration has been completed, the mobile number will be deleted and the credit will expire.
2. Inactivity
It is requested by the OFCOM (Federal Office of Communications) to deactivate prepaid numbers after 2 years without any activity (no incoming or outgoing connections). TalkTalk will deactivate inactive mobile numbers after 4 months without notification. The mobile number will be deleted and cannot be reactivated. The remaining credit on the prepaid card will expire.
3. Important information
For your own security avoid transferring your TalkTalk Prepaid SIM card to any unknown third parties. In the case of police investigations, TalkTalk will be obliged to reveal the identity of the first buyer upon request, if criminal acts have been committed with this SIM card. All TalkTalk client notifications will be verbally made or written via SMS. The notification counts as delivered if it has been successfully received. This is not the case if the SIM card has been previously announced stolen or lost. It is possible to recharge and check your balance at any time. A negative balance will be compensated with the next refill. Credits cannot be refunded. The credit will expire whenever a TalkTalk Prepaid number is transferred to another provider. However, when a TalkTalk Prepaid number is transferred to a TalkTalk Mobile number, a credit up to CHF 100.– will be transferred.

VIII. Extraordinary terms and conditions for buying- and payment by installments agreements

1. Device warranty
The client is responsible for the proper functioning and compatibility of his or her device with the TalkTalk infrastructure. If the device is faulty, clients may claim under the 24-month manufacturer's warranty on the devices of all brands sold by TalkTalk. The warranty depends upon the terms of the respective manufacturer. TalkTalk does not provide any other warranties for devices that it sells. The client is obliged to examine the device immediately after purchase and to report any defects without delay. In the case of a defect that the client reported immediately, TalkTalk or the manufacturer has the choice of repairing the device or replacing it with a device of equal value. The modification of the contract is excluded. The client is required to back up the data stored on the device. Liability for lost data is excluded. 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 client interferes with the device. If the product was sold by a TalkTalk sales partner, its sales and warranty conditions shall apply exclusively.
2. Payment by installments
If TalkTalk and the client have concluded an installment

General terms and conditions

TalkTalk Ltd.



payment agreement, the number and amount of the monthly installments/fees and any initial payment shall be specified in the purchase and installment payment agreement. The monthly installments will be charged to the invoice for the mobile phone contract. The payment terms are governed by item IV of the T&Cs. The installment payment is free of interests. The installment payment agreement is contingent on the existence of the associated mobile phone contract. The client is entitled to pay any outstanding installments at once at any time. The financed device is the property of the client. Theft, loss, surrender or transfer of ownership of the device shall not release the client from the obligation to fulfill the installment payment agreement or from paying the installments.

3. Termination of the installment payment agreement

The installment payment agreement shall be regarded as terminated if the client has paid all outstanding installments, the client terminates the mobile phone contract specified in the purchase and installment payment agreement, TalkTalk terminates the mobile phone contract for an important reason, there is an ownership change in the mobile phone contract. In the cases mentioned above, all outstanding installments shall fall due immediately. The ordinary termination of the mobile phone contract referenced in the purchase and installment payment agreement by TalkTalk, of these provisions, shall not affect the installment payment agreement.

IX. Payment conditions

1. The client shall undertake to pay the invoiced amount. The due date will be stated on the invoice received by the client. TalkTalk has the right to postpone invoicing for small invoice amounts. Statements are issued for the calls transacted via TalkTalk at the TalkTalk rates valid at that time.
2. The client has to notify in writing complaints with regard to the invoice amount by latest within 30 days after receipt of the invoice. Thereafter, the invoice shall be deemed approved.
3. If the client does not honor his payment obligations, he shall be in default without notice after the expiry of the due date and has to pay 7% default interest. TalkTalk has the right to invoice the client charges for overdue payment of up to CHF 40.– per reminder and to charge CHF 40.– for the activation/cancellation of the connection. TalkTalk further shall have the right to discontinue the contractual services until the client has honored his payment obligations. The costs that ensue for TalkTalk from the discontinuation of the contractual services shall be charged to the client.
4. The payment obligation shall also exist for invoice amounts incurred from authorized or unauthorized use by third parties of the client's connection.
5. TalkTalk reserves the right to determine credit limits, advance payments or securities on conclusion or during the lifetime of the overall service contract. Should the client reach his or her credit limit or fail to meet his or her payment obligations, TalkTalk can block the relevant connection with immediate effect or cancel the subscription contract.
6. The set-off against claims of the client shall be excluded.
7. The postal charges for cash payments at the post office will be charged later. For certain payment methods TalkTalk reserves the right to pass on charges incurred by the payment process.
8. Please be aware that the application/order details you have submitted will be passed on to CRIF AG in Zurich to check your identity/credit standing. Further information is available at: www.mycrifdata.ch.

X. Telecommunications secrecy & data protection

1. TalkTalk shall adhere to telecommunications secrecy and use the client data under strict observation of data protection legislation.
2. The client shall declare his agreement to TalkTalk storing

for the duration of the contract any personal data required to provide the services.

3. TalkTalk may process the data of the clients within the country or abroad or allow it to be processed by third parties, insofar as this is necessary for the provision of services and for the receipt of remuneration owed for the corresponding services.

4. Within the framework of the handling of personal data that is necessary for the conclusion or processing of a contract, TalkTalk can exchange data with or hand over data to authorities as well as companies entrusted with debt collection or credit information if the exchange or the handover takes place in order to check credit-worthiness or is for the enforcement of claims.

5. The client shall declare that he agrees to TalkTalk handling and using with TalkTalk's telecommunications services.

XI. Responsibility for unauthorized use and phone-tapping

1. If there is any threat of danger of improper use (e.g. in cases where a mobile phone and/or SIM card has been lost or stolen), the client shall immediately notify client services (free hotline: 0800 300 250) and follow up with a written confirmation. Should the client fail in his duty to notify, he shall bear the costs of all damages and expenses resulting therefrom.
2. For technical reasons no complete protection against unauthorized use or tapping by third parties can be guaranteed. TalkTalk shall not be liable for any such occurrence.

XII. Suppression of the number

The TalkTalk Mobile phone services shall make it possible for the number calling or number called to be suppressed. The instructions contain further information thereon. The suppression of the number is not possible in some cases where the call is routed via the network of a third party provider.

XIII. Special services

1. Individual TalkTalk rate schedules provide for free minutes. Such free minutes shall in any case only be granted to clients who use TalkTalk as their sole telecommunications provider (insofar as the scope of TalkTalk services allows this). Free minutes shall not be offered for business purposes or for any other use other than private use. TalkTalk explicitly reserves the right, at its own discretion, to withdraw clients' rights to free minutes if they do not adhere to the "Fair use policy".
2. Unless individual products are explicitly specified, mobile subscriptions are not intended to replace landline internet. This applies e.g. to stationary use of a SIM card in a router or hotspot device. Any usage that cannot be considered proper use is misuse. In such cases, TalkTalk may discontinue or restrict services or take other suitable measure. For customers who have a higher monthly data usage than 97% of all other customers, based on an average determined on a quarterly basis (as of March 2020: approx. 40 GB per month), the speed will be reduced. In such cases, Data Booster options can be activated for further fast surfing.

XIV. Liability

TalkTalk shall be liable only for client damages that stand in direct connection with the fulfillment of contractual obligations and that have been willfully caused or through gross negligence on the part of TalkTalk or auxiliary personnel mandated by TalkTalk. In such case the liability per any loss occurrence shall be limited to maximum CHF 20000.–. The liability for minor negligence by TalkTalk and/or the liability for auxiliary persons shall be excluded to the extent permitted by law. In no case shall TalkTalk be liable for consequential damages, third party damages, lost profits or lost data or use of its services contrary to the law or contrary to the contract.

XV. Other

1. TalkTalk reserves the right to change these general terms and conditions and the remaining contractual provisions at any time. The clients will be duly informed about the changes. Item IV.2 shall apply with regard to the obligation to notify in the case of rate increases. Subject to this provision, supplements, changes and amendments to this contract, particularly to the general terms and conditions, shall need the written form to be effective.
2. Should a certain provision of these general terms and conditions not be effective, this will not affect the effectiveness of the general terms and conditions as a whole.
3. The client cannot assign the rights and responsibilities ensuing from the contract.
4. Substantive Swiss law shall be applicable to these general terms and conditions, to the contract with the client, and to all disputes arising from or connected with these. Exclusive place of jurisdiction for all disputes shall be Rotkreuz.

Rotkreuz, October 2020