

# General terms and conditions

TalkTalk Ltd.



## 1 Scope of validity

These general terms and conditions (hereinafter "GTC") shall be valid for all services and products provided to customers by TalkTalk Ltd. (hereinafter "TalkTalk").

The customer's general terms and conditions shall not be recognised, even if they are not formally rejected by TalkTalk. The nature and scope of contractual services also result from the provisions of the respective contracts and fee catalogue as well as current service descriptions (price lists) and terms and conditions of the offer in advertising, in the fact sheets and on [www.talktalk.ch](http://www.talktalk.ch).

In case of any conflict, the provisions of the contract override the general terms and conditions.

These GTCs replace all previous versions.

## 2 Conclusion of contract

The contract with TalkTalk shall come into effect as soon as TalkTalk has accepted the customer's application. The contract starts at the latest upon activation or use of the corresponding service. TalkTalk reserves the right to refuse applications. The general terms and conditions shall come into effect at the same time as the contract.

## 3 Termination of contract

The contract is permanent. Termination of the contract is possible as soon as the minimum subscription or renewal period for all services has passed. Provided nothing else is agreed, each party may terminate a service at the end of the month subject to a notice period of two months.

Termination of mobile, Internet, landline network and TV subscriptions must be made either by phone (0800 300 250, free of charge within Switzerland) or via the online contact form on [www.talktalk.ch](http://www.talktalk.ch). Terminations with phone number porting are accepted provided they are submitted electronically as part of the porting process via the new provider on behalf of the customer.

TalkTalk has the right to terminate contracts at the end of any month, irrespective of a minimum contract, period with a notice period of 2 months.

## 4 Minimum contract period

Individual services may stipulate minimum contract periods. During the contract period, changes to the service package requested by the customer are only possible with additional costs that are determined by TalkTalk. It is possible to terminate the contract without incurring additional costs, by providing a notice period of 2 months to the end of the month. However, this can only be done once the minimum contract period has been reached. If the customer terminates the contract during the current minimum contract period ("early") or if TalkTalk terminates the contract early for good cause (see item 5), the customer shall owe TalkTalk the remaining fees up until the date the minimum contract period expires. The basis for calculating the remaining fees is the remaining period and the agreed subscription fees. Differing regulations remain reserved. If TalkTalk terminates the contract early without the reason being listed in item 5, or without there being a default in payment, the customer shall not owe the remaining fees.

## 5 Termination for good cause

In the case of good causes, TalkTalk has the right to terminate the corresponding contracts with the customer or, more specifically, all or individual services it includes without notice. There is good cause, in particular, if

- there is evidence that the customer is using the services for non-contractual purposes;
- a judicial authority has legally ordered TalkTalk to cease providing its services to the customer;
- the use of TalkTalk networks or third-party networks by the customer is impaired;

d) there is reason to believe that the customer has provided incorrect or incomplete information when they signed the contract;

e) following a reminder, the customer is in default of payment;

f) overriding public interests require it;

g) in the case of misuse

TalkTalk has the right to charge fees to the customer to reactivate a contract.

If there is good cause, the customer has the right to terminate the corresponding contract with TalkTalk without notice. There is good cause, in particular, if

- TalkTalk culpably commits a continuous material breach of contract and fails to resolve it despite reasonable warning from the customer;
- the network coverage at the customer's place of residence or registered office is permanently unavailable for more than 14 days (continuously for 14 days) (except in cases of force majeure);
- the customer moves house within Switzerland and can no longer permanently use the services (continuously for 14 days);
- the customer moves abroad, provided they have submitted the relevant official documents and has not benefited from a price reduction (e.g. time-limited promotion, discounted device) in the last 6 months;
- in the event of the customer's death, with effect from the date of their death.

## 6 Services of TalkTalk

The services to be provided by TalkTalk shall ensue from the instructions or orders of the customer, which shall refer to an offer from TalkTalk.

The services and products obtained are billed at the TalkTalk rates valid at that time. TalkTalk can at any time call in third parties in order to fulfil the offered services.

TalkTalk offers national and international services of the highest standard and impeccable quality 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.

TalkTalk is free to choose the technical means it uses to provide the agreed services. Faults within TalkTalk's area of control shall be rectified as quickly as possible. TalkTalk is exempt from its obligation to provide services in the event of force majeure. Force majeure includes all unforeseeable events and any events whose impact on fulfilling the contract is not the responsibility of any contracting party. TalkTalk is not required to monitor the utilisation of services. If the customer's user fees increase excessively, TalkTalk is entitled, but not obligated, to inform the customer about this.

## 7 Services of the customer

The customer shall undertake, when using the services of TalkTalk, to adhere to these general terms and conditions, other agreements made and the governing law, and to pay for services received on time.

PIN and PUK codes and any other security codes/passwords issued to the customer must be stored carefully and separately from devices or SIM cards, and must not be disclosed to third parties. Furthermore, it is recommended that customers activate and regularly change PIN codes. The customer shall undertake to immediately report any theft of a SIM card or device equipped with an eSIM. The customer is liable for the user fees up until the connection is blocked.

The customer is responsible for their own hardware and software components (including programs, apps 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 customer and the settings selected by them.

The customer shall undertake to verify their identity upon registration by presenting an official identity document. The

customer shall undertake to immediately communicate any change in their data relevant to the contract (in particular changes of address). TalkTalk is entitled to withhold its services owed under the contract until the customer has given the correct and complete data to TalkTalk and has proven their identity. The customer's obligation to pay for the services shall remain unaffected by this.

## 7.1 Supplementary agreements Internet

In particular, the customer shall send and receive data content under their own responsibility and shall be fully liable for any unauthorised access by third parties to the Internet services. The customer shall remain responsible for every use of the Internet services via their connection. They shall protect their installation, devices and data (including programs) from unauthorised access and manipulation by third parties. They shall take measures against incursions into other systems and against the spreading of viruses. Should the customer 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 stop the Internet services with immediate effect. The customer 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 customer, the customer has to provide all-encompassing support to TalkTalk and hold TalkTalk harmless.

## 8 Extraordinary terms and conditions for TalkTalk

### 8.1 Registration obligation

The identity of the customer buying a prepaid product shall be verified with a valid official identification document. Whenever the buyer's identification document is not successfully verified, no TalkTalk Prepaid SIM card may be purchased (according to the Federal Act on the Surveillance of Post and Telecommunications, article 15 section 5 (SPTA)). TalkTalk reserves the right to request the customer to re-register with a valid official identification document, if the registration process is not successfully completed or contains mistakes. The TalkTalk Prepaid SIM card can be deactivated if re-registration is not completed within the deadline set by TalkTalk. The customer 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 call credit will be lost.

### 8.2 Inactivity

TalkTalk shall deactivate inactive mobile numbers (no outgoing or incoming connections) after 3 months without notice. The mobile number shall be deleted after another 6 months and cannot be reactivated. The remaining credit on the prepaid card will be lost.

### 8.3 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 customer notifications will be made verbally or in written form via SMS. The notification counts as delivered if it has been successfully received. This is not the case if the SIM card has previously been reported stolen or lost. It is possible to top-up and check your balance at any time. A negative balance will be offset with the next top-up. Call credit cannot be refunded. The call credit will be lost whenever a TalkTalk Prepaid number is transferred to another provider.

## 9 Extraordinary terms and conditions for payment by instalments agreements

### 9.1 Device warranty

The customer is responsible for the proper functioning and compatibility of their device with the TalkTalk infrastructure.

If the device is faulty, customers may make use of the 24-month manufacturer's warranty on the devices of all brands sold by TalkTalk (12 months for Apple products). The warranty depends upon the terms of the respective manufacturer. TalkTalk does not provide any other warranties for devices that it sells.

The customer is obliged to examine the device immediately after purchase and to report any defects without delay. In the case of a defect that the customer reported immediately, TalkTalk or the manufacturer has the choice of repairing the device or replacing it with a device of equal value. A modification of the contract is excluded. The customer 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 infrastructures. Any entitlement to repair or exchange shall expire if the customer interferes with the device. If the product was sold by a TalkTalk sales partner, its sales and warranty conditions shall apply exclusively.

#### 9.2 Payment by instalments

If TalkTalk and the customer have concluded an instalment payment agreement, the number and amount of the monthly instalments/fees and any initial payment shall be specified in the purchase and instalment payment agreement. The monthly instalments will be charged to the invoice for the mobile phone contract. The payment terms are governed by item 10 of the GTCs. The instalment payment agreement is contingent on the existence of the associated mobile phone contract. The customer is entitled to pay any outstanding instalments at once at any time. 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 fulfil the instalment payment agreement or from paying the instalments.

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

#### 10 Payment conditions

The customer shall undertake to pay the invoiced amount. The due date will be stated on the invoice received by the customer. TalkTalk has the right to postpone invoicing for small invoice amounts.

The customer has to report any complaints regarding the invoice amount in writing within 14 days at the latest after receipt of the invoice. Thereafter, the invoice shall be deemed approved.

If the customer does not honour his/her payment obligations, he/she shall be in default without notice after expiry of the due date, and will have to pay statutory default interest.

TalkTalk has the right to invoice the customer a charge of up to CHF 40.– per reminder for overdue payment and to charge CHF 40.– for the activation/ cancellation of the connection. Charges for overdue payments and blocking charges are set down in the fee catalogue at [www.talktalk.ch](http://www.talktalk.ch). The fee catalogue can be adjusted by TalkTalk. Adjustments to the fee catalogue do not entitle the customer to extraordinary termination. TalkTalk shall also have the right to discontinue the contractual services until the customer has honoured his/

her payment obligations. The costs that ensue for TalkTalk from the discontinuation of the contractual services shall be charged to the customer. Default also occurs if a partial amount of the invoice is disputed and the disputed part is not paid or if TalkTalk has rejected the customer's objection as groundless.

The payment obligation shall also exist for invoice amounts incurred from authorised or unauthorised use of the customer's connection by third parties.

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 customer reach his/her credit limit or fail to meet his/her payment obligations, TalkTalk can block the relevant connection with immediate effect or cancel the subscription contract.

Offsetting against claims of the customer shall be excluded.

The postal charges for cash payments at the post office will be charged subsequently. For certain payment methods, TalkTalk reserves the right to pass on charges incurred via the payment process.

The customer is made aware that the application/order details they have submitted will be passed on to a credit agency to check their identity/credit standing.

TalkTalk may at any time involve third parties for collection.

The customer must pay the minimum fee for this and pay it directly to the third party involved in the collection. Individual and third-party expenses over and above the minimum fees, which are required for collection, must be reimbursed by the customer.

#### 11 Telecommunications confidentiality & data protection

TalkTalk shall adhere to telecommunications confidentiality and use the customer data under strict observation of data protection legislation.

TalkTalk may collect personal data itself in connection with the provision of services to the customer, in compliance with applicable data protection standards at all times. If legally permissible, or TalkTalk has an overriding interest, or customer consent is available, TalkTalk can process data for the following purposes:

- to review requirements when concluding a contract
  - to meet legal obligations
  - to fulfil contractual obligations vis-à-vis the customer
  - to preserve, maintain and develop the existing customer relationship
  - to individualise services or provide personalised content (e.g. evaluations of user behaviour, user interests, demography)
  - to check addresses
  - to prevent unlawful use of services (in particular to prevent cases of fraud)
  - for invoicing, collection purposes and for credit worthiness and credit checks
  - to advertise, design and further develop TalkTalk products
- The customer shall declare their agreement to TalkTalk storing any personal data required to provide the services for the duration of the contract.

The customer consents to TalkTalk involving third parties (manufacturers, suppliers) in countries with other data protection standards, who, when providing services from abroad, rely on personal or telecommunications data from customers on TalkTalk systems, and may process this data in their locations abroad. These third parties are required to comply with the necessary measures for the processing of personal and telecommunications data in accordance with the applicable Swiss law. If the customer purchases third-party services from TalkTalk, they consent to TalkTalk sharing this customer data with the third party for processing that is necessary for the fulfilment of their contractual obligations with the customer. The customer shall declare that they agree to TalkTalk hand-

ling and using the telecommunications services.

#### 12 Responsibility for unauthorised use and phone-tapping

If there is any risk of improper use (e.g. in cases where a mobile phone and/or SIM card has been lost or stolen), the customer shall immediately notify customer services (freephone hotline: 0800 300 250) and follow this up with a written confirmation. Should the customer fail in their duty to notify, they shall bear the costs of all damages and expenses resulting therefrom.

For technical reasons, no complete protection against unauthorised use or tapping by third parties can be guaranteed. TalkTalk shall not be liable for any such incidents.

#### 13 Suppression of the number

The TalkTalk mobile phone services shall make it possible for the number placing the call to be suppressed. The suppression of the number is not possible in some cases where the call is routed via the network of a third party provider.

#### 14 Fair use policy

Free minutes are not offered for business purposes or for any other use that deviates from normal private use. TalkTalk explicitly reserves the right, at its own discretion, to withdraw customers' rights to free minutes if they do not adhere to the "Fair use policy".

Further terms and conditions governing the use of TalkTalk's services can be found in the TalkTalk Fair use policy and form an integral part of these Terms and Conditions.

#### 15 Changes

TalkTalk reserves the right to change the contract conditions at any time if the legitimate interests of TalkTalk justify it. Changes shall be communicated to the customer in a suitable form and with a notice period of at least 14 days. The customer is obliged to accept changes to the contract conditions for technical and operational reasons, insofar as they are beneficial to the customer or merely cause a negligible reduction in services, without affecting key provisions of the contract. Changes are also permissible, without the customer having the right to an extraordinary or early termination, which are carried out due to legal requirements (e.g. increase in value added tax or copyright fees), court orders or price increases or when changes are made to the fee catalogue.

TalkTalk is entitled to adjust prices in line with inflation without giving the customer the right to extraordinary or early termination. The calculation of the price increase is based on the national consumer price index (CPI) of the Swiss Federal Statistical Office (basis December 2020). The initial indicator is the CPI rate as of December 2020 of 100 points. In the event of a price adjustment, the maximum new price is:  $\text{Previous price} \times \text{current index value} / \text{initial indicator}$  (first adjustment to initial indicator = December 2020, subsequent adjustments to initial indicator = month/year of last adjustment). For basic services, the price caps set in telecommunications legislation also apply. If TalkTalk only carries out this price increase for individual services, this does not mean that a price adjustment in other services will not be made at a later date. For each service, TalkTalk may make an adjustment due to inflation once per calendar year at most. TalkTalk shall inform customers affected about inflation-related price adjustments in advance. If TalkTalk reduces prices, it may adjust any discounts given before the price reduction.

The reasons stated in this section do not entitle the customer to extraordinary termination.

#### 16 Liability

TalkTalk assumes no liability for force majeure or damage that TalkTalk is not responsible for, through termination of good

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cause or blockings that result from this. TalkTalk shall be liable only for customer damages that stand in direct connection with the fulfilment of contractual obligations and that have been wilfully caused or through gross negligence on the part of TalkTalk or auxiliary personnel commissioned by TalkTalk. In such case the liability per any loss occurrence shall be limited to maximum CHF 10,000. The liability for minor negligence by TalkTalk and/or the liability for auxiliary personnel 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 the utilisation of its services contrary to the law or contrary to the contract.

## **17 Miscellaneous**

TalkTalk reserves the right to change these general terms and conditions and the remaining contractual provisions at any time. The customers will be duly informed about the changes. 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. Should a certain provision of these general terms and conditions be invalid, this shall not affect the validity of the general terms and conditions as a whole.

The customer cannot assign the rights and responsibilities ensuing from the contract.

Swiss law shall be applicable to these general terms and conditions, to the contract with the customer, and to all disputes arising from or connected with these. Exclusive place of jurisdiction for all disputes shall be Rotkreuz.

Rotkreuz, July 2023