

General Terms and Conditions 3P

1. Scope

The contractual relationships between you and Salt Mobile SA ("Salt") consists of (i) "your contract with us", (ii) any special terms and conditions, (iii) these general terms and conditions ("GTC"), (iv) price lists and (v) product information, either in brochures or on www.salt.ch, (together the "Contract") which apply in the order of priority from (i) to (v). These GTC replace all previous versions.

2. Services and Equipment

General: Salt provides internet, fixed and TV services ("Service(s)") according to the relevant product information by ways of a 3P bundle. The Services are always subject to availability at the address of your fixed network connection. The Services are provided as a bundle of internet services, fixed voice services and TV service and are not provided separately. Salt provides the Services with due care and diligence under the Contract, however, Salt cannot guarantee uninterrupted or fault-free operation of Services, specific transmission times and capacities and the integrity of data transmitted by you. The Services are exclusively provided to you for normal private use, and with devices intended for this type of usage. You are responsible for using the Services in compliance with the applicable laws and contractual provisions. In case of power failure you will not be in a position to use any of the Services and no connections and voice calls including emergency calls any ancillary systems such as telealarm will be possible. Available options for Services include supplementary additional functions and are charged based on the price list. Salt reserves the right to expand, limit, cancel or otherwise modify options at any time. In particular, Salt reserves the right to modify the prices of options such as HD, replay function and EPG anytime without entitling you to terminate the Contract. The underlying contract is not affected by the discontinuation of an option. Unless otherwise specified Options come with a minimum contract duration of one (1) month. The termination of a Service also covers all the options associated with such Service. A termination of an option does not affect the Service upon which it is based and the Contract.

Internet: Salt connects you to the Internet. Salt cannot guarantee a minimum bandwidth. The stated transmission rates are the best possible performances and cannot be guaranteed. The actual internet speed depends in particular on the connection, the distance to the next local exchange, the quality of the lines, the use of TV services in parallel or other factors, and may be lower than the stated maximum internet speed. Salt cannot guarantee, that information transmitted over the internet will reach the recipient. You are responsible for the necessary hardware and software components, PC configurations and wiring. Salt does not support the operation of static IP address. The usage of Wifi is depending on the local conditions at your place. Salt does not provide any guarantees in this respect.

Fixed: Salt connects you to the fixline telephone network. Salt can charge a connection setup fee in addition to billing for the calling time. Calls abroad, connections within other countries and from other countries, calls to special numbers (e.g. 084x, 090x, 18xx) and value added services may incur additional costs, depending on the subscription. Subject to technical feasibility, the telephone number of the caller or the person being called is normally displayed. You can ask Salt not to display your number (per call or on a permanent basis), if technically possible with reasonable effort. This service is not available for calls to emergency services and Salt Customer Services.

TV: Salt provides you access to TV programs. You are responsible for the purchase and setup of compatible TV. Salt cannot not guarantee the timeliness, the accuracy and completeness of information available in the electronic program guide (EPG). The availability and scope of replay TV function depends on the TV services you have chosen and on the TV stations that support such function. Salt reserves the right to modify the range of TV channels and/or specific options such as HD, replay function and EPG anytime without entitling you to terminate the Contract or to request a price reduction. You acknowledge that the content provided through the TV services is protected by intellectual property rights. For licensing reasons, some channels, as well as functions such as recording, replay pause, may only be used privately and in no case for commercial and/or business purpose. In particular, the reception and consumption of such channels in publicly accessible areas such as cafés, restaurants, hotels, movie theaters, theaters, shop windows, etc., as well as the rental or recording of programs for use outside the private sphere are not allowed. Salt provides additional

General Terms and Conditions 3P

fee-based services such as options, video on demand, Sky, Canal+, Teleclub, or additional Pay TV channels. If you signs up to such contract, the contractual conditions with such third party apply. In such a case, the fees can be invoiced by Salt on behalf of the third party. If the third party raises its prices, the customer does not have the right to cancel the Services.

Equipment: The equipment made available to you by Salt, such as Salt Fiber Box, TV Box, cables and accessories, remains the property of Salt during the term of the Contract. When providing such equipment, Salt reserves the right to supply equipment that are as good as new, i.e. not factory fresh. You are responsible for the careful use of the equipment. You may only use the equipment for the purpose of the Contract and you shall not open the equipment and make changes to the software or hardware. Equipment bought from Salt comes with the statutory guarantee and manufacturer specific warranties. The right of rescission and reduction is excluded. The offer of a replacement device is subject to availability and cannot be guaranteed. Salt is entitled to access hardware via the Internet at any time for the purpose of configuration, maintenance, optimization and/or expansion of its services, and to view, modify, update or delete the technical data or software. Salt is not liable for your loss of data. This applies in particular if such losses arose as a result of exchanging defective hardware or faulty software, or after performing remote maintenance. At the end of the Contract, you must return the equipment undamaged to Salt no later than thirty (30) days after the end of the term. If you fail to return the equipment, cables and accessories or return damaged equipment, cables and accessories you must pay the compensation in accordance with the product information on fiber.salt.ch.

3. Technical requirements, installation and cancellation of existing services

A connection with Salt fixed network is a precondition to operate the Services. The owner of the network connection, if it is not you, must agree to the use of the network connection by you. You are responsible to install and uninstall the equipment. Salt offers the installation of Salt equipment by professionals for a fee.

An installation of an optical telecommunication outlet (OTO) might be necessary at your premises. Any OTO installation shall be made in accordance with the rules of BAKOM and the applicable norms. Salt is not responsible for OTO installation at your premises. Salt provides the optical network termination (ONT) as part of the Salt Fiber Box and optical cable to connect with the OTO. You are responsible for any additional in-house wiring in order to connect the Salt Fiber Box with the OTO.

Depending on your address for the fixed network connection of the Services and your current service provider(s), your existing services provided by your current service provider(s) might be automatically cancelled as a result of the establishing of the Salt fixed network connection and/or the porting of your fixed number. You are responsible to terminate any existing services with your current service provider(s). A fixed number porting request or the establishing of the Salt fixed connection does not automatically trigger the termination of a service/bundle subscription with your current service provider(s).

4. Prices and payment terms

Prices: Salt may make the provision of Services dependent on credit limits, prepayments, or security deposits. Salt may invoice recurring charges in advance. The prices at the time of contract conclusion as well as the charges for other services on fiber.salt.ch shall apply. Prices for other services and usage dependent rates such as minute, data, international can be modified without prior notice. Information on prices, rates and paid-for options is on fiber.salt.ch or in Salt retail stores. Service are provided to you for normal private use as defined in product information and on fiber.salt.ch. If your usage exceeds normal use, Salt can take measures to ensure the best service quality for all customers, such as internet speed reduction and suspension of the relevant Service.

Payment terms: Invoices are prepared on the basis of technical records and are payable at latest by the due date shown on the invoice. If neither a due date nor a period for payment is shown, payment is due 30 days after invoice date. If you do not object in writing before the due date, invoices are deemed accepted. Undisputed counterclaims may be offset.

General Terms and Conditions 3P

If you default on payment either partial or full, Salt can charge default interest of 5% p.a. and without compensation suspend Services without further notice and/or terminate the Contract immediately. Salt may charge you CHF 30.– for the first payment reminder and up to CHF 75.– for each subsequent reminder. Salt can appoint a collection agency to recover the amount, or sell the debt to third parties in Switzerland or abroad. You must also reimburse all costs incurred by Salt or collection agencies as a result of a payment default.

5. Customer data

Salt processes your data in the context of the provision of the Services, for the administration and management of the Contract, for invoicing and to ensure the security of Salt infrastructure and high service quality. You entitle Salt to collect, store and process your data, including information concerning your credit rating, and to share your data with third parties in Switzerland and abroad as part of administering your Contract. Unless you limit or exclude the processing of your data for marketing purposes, Salt and/or its partners involved in the provision of the Services have the right to contact you in writing, by phone, email and SMS/MMS. You can stop the processing of your data for marketing purposes at any time by writing to: Salt Mobile SA, Customer Communications, Case postale, 1020 Renens. You must inform Salt immediately of any change in your data relevant to the Contract (in particular changes of name and address).

6. Call barring

You can ask Salt not to display your number (per call or on a permanent basis), if technically possible with reasonable effort. This service is not available for calls to emergency services and Salt Customer Services. You can request for free the complete barring of all outgoing calls to premium rate numbers (090x numbers and SMS premium services billed on your invoice) or the barring of only those services with erotic or pornographic content. For SMS premium service content, blocking includes incoming services.

7. Unauthorised use

You are liable to Salt for the use of the Services and the associated rights, in particular in case of misuse of your equipment, fixed-line network or internet connections. To minimise the risk of misuse, account passwords and personal identification codes must be kept confidential. You must safeguard Salt and your own equipment against unauthorized usage. For technical reasons it is not possible to guarantee complete protection from unauthorised access or call interception by third parties. Salt cannot be held liable for any such event. The encryption of data improves the confidentiality and reliability of information. Facilities to protect against external threats (firewalls) can prevent an unauthorised third party from penetrating your network. You are responsible for taking protective measures of this kind.

You are not permitted to resell Services, to use Services in the provision of premium rate/mass communication services (e.g. fax broadcasting, call centers), to use special applications (e.g. GSM gateways, call-through solutions, M2M, permanent connections, redirecting and forwarding of connections to premium rate numbers, short numbers or other special numbers) or to use Services in an enterprise network context with several computers. Salt is entitled to deactivate immediately and without compensation any Services that are used in any way not expressly foreseen in the Contract.

8. Limitation of liability

For damage caused by negligence, the liability of Salt is limited to the current value of the Services paid by you during the past 12 months, to a maximum of CHF 20'000.–. Salt excludes other liabilities, to the extent the law permits this. In particular, indirect and consequential damages (loss of profit, savings not achieved, suspension of usage, etc.), loss of data, and damage due to downloads are excluded. You are responsible for taking adequate measures to protect the equipment, your devices and personal networks from unauthorised access. Salt accepts no responsibility for spamming, hacking, transfer of viruses and other attempts by third parties to enter equipment, your devices and personal networks used by you and any damage caused as a result. Salt accepts no liability for damages caused by a temporary or permanent interruption of the network or delay of Services. Salt is not liable and does not provide a guarantee for any

General Terms and Conditions 3P

services, goods and information supplied by third parties, even if Salt is entrusted with the collection of third-party debts.

9. Intellectual property

Salt gives you, for the term of the Contract, a non-transferable and non-exclusive right to use the Services according to the Contract. All associated intellectual property rights stay in the sole ownership of Salt or the relevant licensor. You shall refrain from distributing digital content without valid permission or rights from the legitimate owner.

10. Term and termination

Term: The Contract becomes effective on the date you sign, subject to a positive outcome of the final credit-rating check. Salt may refuse a Contract. Unless stated otherwise, Contracts are concluded for an indefinite period. A minimum period, if applicable, will be calculated from the date of activation of the Services.

Termination: Unless stated otherwise, the Contract can be terminated with 60 days' notice to the end of each calendar months respectively a minimum period, if applicable, or prolongation thereof. All terminations must be made in writing or by phone to Salt Customer Services. When terminating a Contract you are not entitled to reimbursement of charges paid and you must pay any termination fees stipulated in the Contract. Salt is entitled to cancel all Services immediately and without compensation and to terminate the Contract if you do not use the Services in compliance with the law or with the Contract; or if the quality of the Salt network, or networks provided by third parties, is affected by your usage of the Service(s). For termination during an applicable minimum period, Salt may charge the fees stipulated in the Contract. You can terminate the Contract before the end of the minimum period for good cause, in particular in case of a continued material breach of Contract by Salt which has not been remedied despite an appropriate notification, or in case of a continued unavailability of network (force majeure excepted).

If you sign up for internet, fixed, and/or TV services with any other provider your Services might be cancelled automatically and you remain obliged to fulfill your Contract with Salt.

11. Amendments and assignability

Amendments: Salt may modify its Service and/or any parts of the Contract at any time. You will be informed in an appropriate way, e.g. by SMS, letter, e-mail, note on the invoice. If you do not agree to essential changes to the Contract that are to your disadvantage you are entitled to terminate the Contract in writing within 30 days of receiving the notification. The changes are accepted if you do not object within this period. Any request by you to change the Services or handwritten modifications by you to the Contract have no legal status unless approved by Salt in writing. You acknowledge that if the porting of your number to Salt fails for reasons that are not the fault of Salt, the Contract remains valid with the transitional telephone number allocated to you. In this case you owe the contractually agreed subscription and usage fees, or alternatively the fee due for any premature termination.

Assignment: Any assignment of rights and obligations arising from the Contract or from Services to third parties requires the prior written consent of Salt. Salt is entitled to transfer the Contract to third parties and/or to assign such third parties the responsibility of providing the Services.

12. Applicable law and jurisdiction

The Contract is governed by Swiss law. The place of jurisdiction is Lausanne or Zurich, or the domicile of the consumer.

Renens, June 2019