These General Terms and Conditions (hereafter referred to as the “GTC”) to the extent the data such as name and address is necessary to notify Sunrise of any changes in this respect without delay online, in writing or by fax. The customer is in any event responsible for the use of passwords and for the availing of a service made available, in particular also for the dialing of numbers with increased charges and for any use by third parties. The customer shall treat confidential all confidential data, such as PIN codes or PUK codes, as well as any other codes and passwords and in particular procurers to store such data in a safe place and not to provide access to any third party. In addition to comply with Swiss data protection regulations, the customer shall be liable for any and all damage arising therefrom. The customer shall immediately inform Sunrise of any unauthorized use or loss of his contractual data, or his SIM card.

4) Prices

The current and binding prices are published on the Internet at www.sunrise.ch or can be obtained directly from Sunrise. The customer will be given due notice of changes in prices and discounts for the use of Sunrise, which can be implemented at any time and can be effective from any date. Should the customer be considerably prejudiced by such a change, he shall be entitled to terminate the contract as per the date on which the new prices come into effect. This right of termination expires with the coming into effect of the new prices or discounts. Changes in tax rates or other key rates of duty entitled Sunrise to charge or adjust the prices or to amend terms of the contract. In such a case, the customer has no right of termination. Tariffs for roaming and prices for value-added services, special services and short numbers may at any time be amended without an advance notice.

5) Conditions of payment

The customer is obliged to pay the invoiced amount at the latest by the due date stated on the invoice. The amounts owed from the use of value-added services and the like will be charged to the customer's account in addition as an item of protection of its network against unauthorized access or interception. Sunrise may at any time engage third parties for the fulfillment of a contract.

6) Data protection and confidentiality

Sunrise undertakes to process customer data with care and to comply with the provisions of the data protection regulations. Sunrise utilizes personal data for the performance and fulfillment of the offered services in compliance with the agreement and the law, for the purposes of customer relations and for the development, design and for the offering of services in line with customers’ needs. For the purposes of marketing, the data will be used no longer than for a period of 24 months after its creation. An up-to-date list of the existing categories of personal data can be viewed on the Internet at www.sunrise.ch, or can be requested from Sunrise in writing using the key word “Category of Data”. The customer may at any time forbid any processing of his data for marketing purposes. Accordingly, a notice stating the customer number can be submitted to: Sunrise Communications AG/Sunrise, Data Protection, Thurgauerstrasse 2, 8027 Zurich. In case that Sunrise renders services together with or via third parties – in Switzerland or abroad –, in particular calls to networks of other service providers, the customer agrees that Sunrise may act as intermediary and at any time forth any processing of his data for marketing purposes. For the processing of personal data is necessary for the provision or execution of these services or for the collection of receivables. Attention is invited to the fact that the storing, processing and forwarding of personal data are subject to other laws than those applicable in Switzerland.

7) Connection with the processing of personal data which is necessary for the conclusion of the contract or execution of a contract, Sunrise may exchange data with or transfer data to authorities or enterprises which deal with debt collection or credit information, if such exchange or transfer occurs in connection with the verification of credit-worthiness or in order to enforce claims.

8) Delivery of items and warranty

Items delivered to the customer remain the property of Sunrise until payment of the purchase price has been made in full. The customer grants Sunrise the unconditional and irrevocable right to record and retain the title to the item in question. Sunrise excludes to the extent permissible under the GTC any warranty for purchase items and for accuracy, completeness and up-to-dateness of any information made available and assigns to the customer any and all of its claims against the manufacturer or supplier.

9) Liability of Sunrise

Sunrise undertakes to provide services to the customer with due care and in accordance with the contract, these GTC and any other contractual provisions at any time and can be effective from any date. Should the customer be considerably prejudiced by such a change, he shall be entitled to terminate the contract as per the date on which the new prices come into effect. This right of termination expires with the coming into effect of the new prices or discounts. Changes in tax rates or other key rates of duty entitled Sunrise to charge or adjust the prices or to amend terms of the contract. In such a case, the customer has no right of termination. Tariffs for roaming and prices for value-added services, special services and short numbers may at any time be amended without an advance notice.

10) Commencement, termination, blocking

For a contract with a fixed duration is terminated effective from a date prior to the expiration of the contract, the notice period mentioned above must also be complied with. The processing fees as well as any other fees agreed with the customer will become due. The same applies for the conversion to a smaller service package. The right to immediately terminate the contract for due cause remains preserved. If a payment has not occurred until the end of the payment term, Sunrise is entitled without further notice to suspend services and charge the customer a minimum fee of CHF 50.– for the blocking and/or deblocking. If the invoice is paid on time and no further advance notification has been given, the services can be reactivated in return for the payment of a processing fee. For due cause (e.g., abuse according to Section 7), Sunrise has the right to suspend any and all services and to terminate the corresponding contracts with the customer without notice. This particularly applies, if the customer fails to pay a deposit required by Sunrise within the time limit or in cases of abuses of the service, in the event that facilities of Sunrise or partners of Sunrise are being put at risk, in the event of a threatened or acute danger to prevailing public or private interests, in the event that the amount to be paid has considerably accumulated to an extent which justifies the assumption that the customer will not be able to make the payments in accordance with the terms of the contract, in the event of doubt with regard to the customer’s solvency. In such cases, in lieu of terminating, Sunrise may choose to block the service. In case of blocking or termination of a contract, the customer is fully liable for any and all damages. In cases of suspension and termination of a service, the customer owes in particular the agreed processing fee. In such cases, Sunrise is not liable. Further, the customer has to grant Sunrise access in order to deinstall the facilities used by the customer.

11) Change in the General Terms and Conditions and other contractual provisions

Sunrise is entitled to amend or withdraw the GTC and other contractual provisions at any time. The customer will be given notice in a suitable manner. Should the customer be considerably prejudiced by such a change, he shall be entitled to terminate the contract as per the date the changes come into effect. The right of termination expires with the coming into effect of the changes.

12) Other agreements

The customer waives his right to set-off with respect to all claims against Sunrise. Additional agreements, changes and supplements to this contract, in particular to the GTC, namely to this clause, must be in writing to be valid. The provisions of Section 11 of these GTC remain reserved.

The customer is permitted to transfer rights and obligations arising from this contract to third parties only with the prior written consent of Sunrise. Sunrise is entitled to transfer this contract without the consent of the customer.

13) Intellectual property rights

For the duration of the contractual relationship, Sunrise grants the customer a non-transferable and non-exclusive right to use the services and products (hereinafter referred to jointly as “services”) of Sunrise Communications AG (hereafter referred to as “Sunrise”). Any natural person, legal entity or partnership, which has concluded a contract with Sunrise is referred to as a customer. Should a customer, in connection with this, infringe licensing rights of third parties and Sunrise is held liable, the customer is permitted to transfer this contract without the consent of the customer.

14) Place of jurisdiction and applicable law

Substantive Swiss law shall apply to this contractual relation to the exclusion of the Vienna Sales Contract Law (United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980). Subject to mandatory places of jurisdiction under federal law, exclusive place of jurisdiction for all disputes arising out of this agreement is Zurich.