

General Terms and Conditions

These General Terms and Conditions (hereafter referred to as the "GTC") apply to all services and products (hereafter 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.

1) Scope of validity

The GTC apply to all services rendered by Sunrise – whether for a fee or free of charge. In case of discrepancies, the other contractual provisions such as individual agreements in writing, service descriptions, service level agreements, etc. shall have precedence over the GTC. The currently valid and binding version of the GTC is being published on the Internet at www.sunrise.ch. A written copy can be obtained from Sunrise. In the field of Internet services, in particular the User Guidelines for Sunrise internet services apply.

2) Services provided by Sunrise

Sunrise cannot assume any guarantee for an uninterrupted or fault-free operation of its services, for specific transmission times or capacities, as well as for an absolute protection of its network against unauthorized access or interception. Sunrise may at any time engage third parties for the fulfillment of a contract.

3) Customer's obligations

The customer is obliged to keep Sunrise continuously informed of his current personal data such as name and address and 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 his connection, the use of passwords, and for the availability 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 contractual data such as his PIN code or PUK code as well as any other codes and passwords and in particular procures to store such data in a safe place and is not to provide access to anybody. In the event of failure to comply with such safety 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 services 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 entitle Sunrise to adjust its rates without an advance notice. 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 the invoice from Sunrise.

Sunrise is entitled to postpone invoicing in case of small invoice amounts. The customer may make in writing a justified objection to the invoice within the payment period. Thereafter, the invoice is deemed to be accepted without reservation. If the customer fails to meet his obligation to pay within the payment period, upon expiration of this period and without any further reminders, these fall into arrears and must pay interest on arrears of 6%. Sunrise is entitled to invoice at least CHF 30.– for each reminder. Any further fees remain reserved.

If payment is still not made until the end of the payment term, Sunrise is entitled to block, suspend or cease all services to the customer without further notice.

The fees which are not calculated on the basis of the usage such as the full basic fees must be paid even if the services have been blocked, suspended or ceased. Sunrise is entitled to demand deposits from its customers at any time, if it has justified doubts whether the contractual payment terms are or will be complied with.

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 60, CH-8050 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, information services, roaming, WAP, SMS requests, info kiosk, etc, or if the customer receives services from third parties over the network of Sunrise, Sunrise may inform such third parties of data of its customers insofar as such information 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 abroad may be subject to other laws than those applicable in Switzerland.

In connection with the processing of personal data which is necessary for the conclusion or the 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.

7) Telephone and Internet abuse

When using the services of Sunrise the customer is obliged to observe these GTC, any and all other contractual provisions as well as the legal regulations. These services must in particular not be abused for criminal activities. In particular, the following is considered an abuse: reselling of services to third parties by a customer and/or the use of services in order to terminate calls on the network of Sunrise by way of GSM-gateways or similar facilities.

Reselling may only occur upon the prior written consent of Sunrise. Enterprises which are affiliated with a customer are also considered third parties within the meaning of this clause. Section 10 of these GTC remains reserved.

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 right to enter a retention of title in the title-retention register. Sunrise excludes to the extent permitted by law 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 in accordance with the contract, these GTC and any other contractual provisions.

In the event of claims, irrespective of their legal grounds, and in case of claims by the customer in connection with any warranties, Sunrise shall assume unlimited liability for damages which have been caused by intent or gross negligence as well as in the case of personal injury. In case of damages caused by Sunrise due to minor negligence, the latter shall be liable up to the amount of the service provided per year, in any event, however, up to a maximum of CHF 50'000.– per customer and year. Liability for financial loss and consequential damages – insofar as legally permissible – is excluded.

Sunrise assumes no responsibility for content or services created by or accessible at third parties. Sunrise can therefore neither make any warranty or guarantee nor assume any liability for such content or services.

10) Commencement, termination, blocking

These GTC also apply to the contractual negotiations between Sunrise and the customer. For every access (mobile phone subscription, fixed network connection, etc.) an individual contract exists. As a rule, the contract commences with the acceptance by Sunrise of the written order for a service. In case of orders via the Internet, the contract commences once the customer has received the corresponding confirmation of contract from Sunrise either in writing or via e-mail. In any event, the contract commences when the customer uses the service in question. Sunrise

reserves the right to make the conclusion of the contract dependent upon the payment of a deposit.

Contracts concluded for an indefinite duration can be terminated at any time. Contracts with a fixed duration can be terminated with two (2) months notice prior to the end of the fixed duration. If no termination notice is given for a contract with a fixed duration, the term of the contract shall be tacitly renewed by further periods of one (1) year. If the customer subscribes to several services from Sunrise, he must specify the service to be terminated.

If 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 reserved. 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 after a reminder has been issued, 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 or 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 abuse of the services, 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 case 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 reserves the right to change 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 any such changes to the GTC, 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 provided by Sunrise in accordance with these GTC and the other contractual provisions. Sunrise or the licensor fully retains the rights to all corresponding intellectual property rights. If a customer, in connection with this, infringes licensing rights of third parties and Sunrise is held liable therefor, the customer shall hold Sunrise harmless against any such claims.

14) Place of jurisdiction and applicable law

Substantive Swiss law shall apply to this contractual relationship 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.**

August 2007