

General Terms and Conditions Salt Pro Office

1. Scope

The General Terms and Conditions Salt Home (“GTC”) apply to all internet, fixed and TV services and products (“Service(s)”) that Salt Mobile SA (“Salt”) provides to the customer within the product category “Pro Office”, provided no deviating provisions are in place for a specific service, specific brand or specific group of customers.

The contractual relationship between you and Salt consists of (i) “your contract with us”, (ii) any special terms and conditions, (iii) these 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 the Services according to the relevant product information by ways of a bundle. The Services are always subject to availability at your address of a fixed network connection and therefore are only provided at the address specified under the Contract. The Services are provided as a bundle of internet services and fixed voice services 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. Furthermore, Salt is permitted to interrupt or limit its Services for its own purposes such as maintenance, upgrades or rectifying faults. The Services are exclusively provided to you for normal 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 and ancillary systems such as telealarm will be possible.

Internet: Salt provides the connection 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 or mobile antenna, the quality of the lines or the mobile coverage 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 depends on the local conditions at your place. Salt does not provide any guarantees in this respect.

Fixed telephony: Salt connects you to the fix line telephone network. You are responsible for the purchase and setup of compatible equipment. Salt can charge a connection setup fee in addition to billing 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 request 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.

Equipment: The equipment made available to you by Salt, such as the Salt Fiber 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 is 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 or accessories you must pay the compensation in accordance with the product information on www.salt.ch.

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Options: 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 anytime without entitling you to terminate the Contract. The underlying contract is not affected by the limitation or 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.

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 fixed network connection, if it is not you, must agree to the use of the fixed network connection by you. You are responsible for the installation and uninstallation of 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 in order to access the Salt fixed network. Any OTO installation shall be made in accordance with the rules of BAKOM and the applicable norms. Salt is not responsible for the OTO installation at your premises. Salt provides the optical network termination (ONT) as part of the Salt Fiber Box and the 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 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 establishing the Salt fixed network connection and/or the transfer of your fixed number. You are responsible for the cancellation of any existing services with your current service provider(s). A fixed number transfer request or establishing 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 the conclusion of the contract as well as the charges for other services on www.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 www.salt.ch or in Salt retail stores.

Payment terms: Invoices are issued on the basis of technical records and are payable at latest by the due date stated 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. If you default on payment either partially or fully, 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 and data protection

You are obliged to provide Salt with your current contract address, billing address and e-mail address. Salt is permitted to legally send information relevant to the Contract by SMS, letter, e-mail or other electronic communication means to the last address or e-mail provided by you. Should your details be incomplete or incorrect at the time of the contract conclusion, Salt may take the actions as set out in Section 7. You are obliged to inform Salt immediately of any change in your data relevant to the Contract (in particular changes of name and address).

Information about how Salt processes your personal data is set out in the Privacy Policy: www.salt.ch/en/legal/privacy. In the event of any conflict, the Privacy Policy shall take preference over the GTC.

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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 or the barring of only those services with erotic or pornographic content.

7. Unauthorised use

You are solely responsible and liable to Salt for the use of the Services, content of information transmitted or processed on your behalf by Salt and the associated rights, in particular in case of misuse of your fixed-line network, internet connections or any equipment. Account passwords and personal identification codes must be kept confidential. You must safeguard Salt's and your own equipment against unauthorized usage. You must immediately notify Salt of any possible misuse of your fixed-line network, internet connections or any equipment by phone and confirm the information given in writing. If you do not comply with this duty of notification, you shall be liable for all damages and costs incurred. 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.

Services are provided to you for normal use as defined in product information and on www.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, suspension or termination of the relevant Service or termination of the Contract, all without prior notice and without compensation. In this regard, please also refer to our normal use policy: www.salt.ch/en/legal/mobile-normal-use-policy.

You are not permitted to resell Services, to use Services in the provision of premium rate/mass communication services (e.g. fax broadcasting, call centres), to use special applications (e.g. gateways, call-through solutions, M2M, permanent connections, redirecting and forwarding of connections to premium rate numbers, short numbers or other special numbers). In such cases and in case of overuse which could result in a system or network overload or in a service degradation for other customers, Salt is entitled to limit, deactivate and/or terminate immediately and without compensation any Services that are used in any way not expressly foreseen in the Contract and/or to terminate the Contract without notice and compensation.

8. Limitation of liability

For direct 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, up to a maximum of CHF 20'000.—. Salt excludes other liabilities, to the extent the law permits this. In particular, liability for simple negligence, indirect and consequential damages (loss of profit, savings not achieved, suspension of usage, etc.), loss of data, and damage due to downloads or resulting from unauthorized or unlawful use of Services are excluded. You are responsible for taking adequate measures to protect the equipment, your devices and personal networks from unauthorised access. Salt assumes 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 assumes no liability for damages caused by a temporary or permanent interruption of the network or delay of Services. Salt cannot be held liable if Services are interrupted, limited in any way or become impossible by force majeure. In particular, force majeure includes power failures and impacts of harmful software. Salt is not liable and does not provide a guarantee for any services, goods and information supplied by third parties, even if Salt is entrusted with the collection of third-party debts.

9. Intellectual property

Salt grants 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 remain 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.

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10. Term and termination

Term: The Contract comes into force on the date you sign it, or, in the case of an online order or an order via Salt Customer Service at the time the electronic contract is generated, 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 month respectively a minimum period, if applicable, or prolongation thereof. All terminations must be made by phone exclusively to Salt Customer Services. If you obtain several Services from Salt, the Service(s) to be terminated need to be specified. 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 or any extension thereof, or if Salt terminates the Service(s) or Contract pursuant to Section 7, or if you are in default of payment, 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 and/or fixed voice services with any other provider your Services might be cancelled automatically and you remain obliged to fulfil your Contract with Salt.

11. Amendments and assignability

Amendments: Salt may modify its Service and/or any parts of the Contract and/or prices, charges, fees 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 significant disadvantage, you are entitled to terminate the Contract within 30 days of receiving the notification. The changes are accepted if you do not object within this period. Salt reserves the right to change usage dependent rates such as minute, data, international, without prior notice. Salt further reserves the right to increase the monthly subscription price by an amount equal to the change of the Consumer Price Index rate (CPI) published by the Federal Statistical Office. Such increase may be made once a year based on the change of the CPI as per 1 January of each year and be applied at the earliest for the first time from the invoice issued in February of the respective year; for the first time after 12 months of service. Should Salt not make use of a CPI adaptation in one year, Salt shall not forfeit to do so in following years. Such price changes do not entitle you to terminate the Contract. 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 transfer of your number to Salt fails for reasons that are not the fault of Salt, the Contract remains valid with the temporary 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, October 2022