

SPECIAL PROVISIONS FOR MOBILE SERVICES



1. Object of the contract

These Special Provisions apply to all mobile phone services provided to the customer by Sunrise GmbH («yallo») under the «yallo» brand.

yallo provides the customer with a mobile connection. This mobile connection enables the customer to use a mobile device for access to the mobile network operated by yallo and its roaming partners domestically and abroad, in order to establish and receive voice and data connections.

The nature and scope of the contractual services are comprised of the general terms and conditions (GTC), the provisions of the respective customer contracts as well as of the current service descriptions, offer conditions, factsheets and terms of use on www.yallo.ch or www.yallo.ch/gtc («terms of contract»). In the event of inconsistencies, the Special Provisions shall take precedence over the GTC.

2. Mobile network and services

The network coverage stated by yallo is non-binding. Uninterrupted full-coverage availability of services domestically and abroad cannot be guaranteed, since services may be influenced by factors beyond the control of yallo. Gaps in mobile coverage may even occur in areas designated as well covered.

yallo reserves the right to restrict or suspend the services temporarily, e.g. due to maintenance work on the network, capacity bottlenecks, faults in the equipment belonging to yallo or third parties, power supply problems, etc. yallo shall make every effort to repair malfunctions occurring within its sphere of influence as quickly as possible.

It is possible to make calls in other countries insofar as yallo maintains a roaming agreement with foreign mobile service providers. The scope of the roaming services depends on the products offered by the foreign provider. yallo shall specify the roaming partner in countries with more than one possible provider.

yallo does not guarantee any minimum availability with regard to data traffic over the mobile network. The stated network bandwidths and transmission speeds represent best possible performance and cannot be guaranteed. Actual Internet speed depends on a number of factors, e.g. network coverage, network capacity utilization, network quality and network expansion. It may be lower than the stated maximum figures.

3. Service Options

Service Options include supplemental add-on functions or benefits and are either offered free of charge or for a fee on a subscription or usage basis. Prices, services and conditions, including the term or minimum contract duration, for Service Options can be viewed in the service descriptions or on the yallo website.

yallo does not guarantee continuous availability of the Service Options. **yallo reserves the right to expand, limit, discontinue or otherwise change the Service Options at any time.** If a customer has ordered a Service Option, any such changes will

be communicated by suitable means in advance. Section 19 of the GTC applies. **The underlying contract is not affected by the limitation to or discontinuation of a service option.**

If a service is cancelled, all Service Options associated with the cancelled services are also cancelled. Cancellation of a Service Option does not affect the underlying service. If, however, a service associated with a Service Option subject to a minimum contract duration that has not yet been fulfilled is cancelled, the customer is liable for all Service Option fees through the end of the minimum contract duration. These fees will become due immediately.

4. Device Option

The Device Option is a surcharge on top of the basic monthly mobile subscription fee associated with the purchase of a mobile device and is applicable for 12 or 24 months (surcharge duration). After this time, the surcharge is no longer applied. The amount of the surcharge depends on the model and purchase price of the device.

If the customer cancels the mobile subscription before the end of the surcharge duration, or if the subscription is cancelled by yallo due to breach of contract by the customer, the customer shall pay the recurring basic monthly fees for the mobile subscription, including the surcharge, in their entirety. These fees will become due immediately.

If the customer switches subscription plans during the term, the surcharge will remain in effect. The Device Option cannot otherwise be cancelled or transferred independently of the mobile subscription.

5. Phone number, SIM card

There is no automatic entitlement to keep an assigned phone number or to pass it on to third parties. yallo may take back or change assigned phone numbers if required to do so for legal, official, operational or technical reasons. There is no entitlement to compensation. On termination of the contract, the phone number reverts to yallo, subject to porting.

The number of the caller is generally displayed to the person being called. On request, yallo may arrange a temporary or permanent suppression of phone numbers.

For technical reasons, however, this cannot be guaranteed, especially in the case of SMS messages, calls from or to external networks, or for emergency numbers.

Replacement SIM cards or a switch to another card format are generally subject to a charge. Temporary SIM cards are deactivated after porting.

6. General rate details

The prices and conditions published at the time of concluding the contract shall apply. Only performance for which billing data is available is taken into account when billing. Amounts receivable for data that is delivered subsequently, e.g. for roaming, may appear on the next bills.

Unless stipulated otherwise in the mobile phone contract or in the rate plans, the following provisions apply:

a) In the case of flatrates, the following are charged in addition to the subscription fee: connections to other countries, connections within other countries and from other countries, connections to special numbers (e.g. 084x, 090x, 18xx, 058), connections to value-added services, fees for options. These items are only included in flat rates if this is expressly mentioned in the relevant rate.

b) Call charges are usually calculated in minutes, while mobile Internet connections are calculated per 20 KB.

c) SMS/MMS flat rates only apply to SMS/ MMS messages that are sent within Switzerland.

d) Any unused data quota for a specific period, inclusive credit balances or a specific recording capacity shall lapse and shall not be transferred to the subsequent period.

e) Calls from within Switzerland to specific value-added services or special numbers outside Switzerland are blocked.

f) Inclusive MB/GB are valid for mobile Internet connections in Switzerland only. Mobile Internet connections abroad are charged for according to the roaming rates of the foreign provider.

g) A fee charged on a “per day” basis refers to the time of first use until midnight on the same day.

h) Voice messages will be deleted irrevocably after 8 days. yallo does not accept any liability for deleted information or information that is otherwise lost.

i) Subscriptions with unlimited roaming are intended for personal use in Switzerland and may not be used over a longer period predominantly or exclusively abroad or provided for the use of persons abroad.

j) Certain offers provide for a promotional discount, combination discount or volume discount on the basic fee of the subscriptions eligible for a discount. Unless otherwise specified in the service descriptions or an offer, accumulations of discounts are excluded, and discounts are only possible if the services eligible for discounts are billed on the same bill.

7. Prepaid

The price for services is deducted directly from the customer's credit. The account balance may be increased by the customer at any time by making the appropriate payments.

The customer must raise any justified objections to the charge with yallo within 30 days. If this is not done, the charge shall be regarded as accepted by the customer. The account balance cannot be paid out.

If advance payment using the specified payment method is denied by third parties but the customer has already begun receiving services, the customer shall pay the billed amount by the due date indicated on the bill. Any amounts due for the use

of value added (or similar) services will be deducted from the customer's credit balance.

If a prepaid mobile connection remains unused for 12 months, yallo is entitled to block the connection without notice. If the customer does not request reactivation of the connection within a further 6 months, yallo is entitled to terminate the contract, ask for the relevant phone number back and reissue it. Reimbursement of top-ups or account balance are excluded.

Prepaid cards are personal and may not be passed on to unknown third parties or resold.

Messages to prepaid customers are generally sent in writing by SMS. The message is regarded as received when it is accepted, irrespective of whether this is done by the customer or another person.

The identity of the customer is registered in line with statutory requirements. The connection is not activated prior to this time.

8. Devices, warranty

The customer is responsible for the proper functioning and compatibility of his or her device with the yallo infrastructure.

In the event of a device defect, customers may file a claim against the specific manufacturer's warranty for devices of any brand purchased from yallo. Warranty claims are subject to the specific manufacturer's terms and conditions. yallo will accept returns of defective devices for repair. yallo provides no other guarantee for the devices yallo sells.

The customer is obliged to examine the device immediately after purchase and report any defects without delay. In the case of a defect that the customer reported immediately, yallo or the manufacturer has the choice of repairing the device or replacing it with a device of equal value. The changing of the contract is excluded. The customer is required to back up the data stored on the device. Liability for lost data is excluded. A 3-month warranty applies to replaced or repaired devices, unless the original warranty period is longer or the manufacturer warranty provides a different warranty period. 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 infrastructure. Any entitlement to repair or exchange shall expire if the customer interferes with the device.

9. Intellectual property

In order to use the mobile services, the customer receives a non-transferable, non-exclusive and non-sublicensable right to use the software stored on the SIM card for the term of the contract. In all other respects, all rights to the software remain with yallo or the respective holder of the rights. Manipulation of the SIM lock is expressly prohibited.

10. Switching subscriptions

During the minimum contract duration, switching to a subscription with a lower basic monthly fee is possible only for an appropriate fee. After the end of the minimum contract duration, such switching is free of charge. For all subscriptions, switching to

a subscription with a higher basic monthly fee is always possible free of charge.

If a customer switches subscriptions in the middle of a month, the service components included in the previous and new subscription plans (minutes, SMS, data allowances, etc.) will be prorated.

11. Termination of the mobile phone contract

Plan cancellations must be requested either by phone (0840 00 33 77) or by yallo chat. For details, visit yallo.ch/cancel. Cancellations requested by letter or e-mail will not be valid. Written cancellations are still accepted in the case of cancellation with phone number porting, provided such written cancellation is submitted by the new provider in electronic form on behalf of the customer within the context of the porting process. If the customer purchases several services from yallo, the customer has to specify the service that is to be terminated.

The minimum contract duration depends on the individual contract.

Contracts with a minimum contract duration can be cancelled with a notice period of 2 months at the end of each month, but only after the minimum contract duration has passed at the earliest. The minimum contract duration depends on the individual contract. Once the minimum contract duration has expired, the contract may be cancelled with a notice period of 2 months at the end of each month. Contracts without a minimum contract duration can be cancelled with a notice period of 2 months at the end of each month. When a service is discontinued, yallo has the right to cancel contracts with a notice period of 2 months at the end of each month, regardless of the minimum contract duration.

Otherwise, Section 16 (Ordinary Termination), Section 17 (Termination for Cause) and Section 18 (Early Termination Fees) of the GTC apply.

12. Termination of Options

Unless otherwise stated in the service descriptions under a particular option, options are generally subject to a minimum term of one month. After the end of the minimum term, options may be cancelled on any day. If a service is cancelled, all options associated with the cancelled services are also cancelled. Cancellation of an option does not affect the underlying service. If, however, a service associated with an option subject to a minimum contract duration that has not yet been fulfilled is cancelled, the customer is liable for any all fees for the option through the end of the minimum contract duration. These fees will become due immediately. For rules regarding the Device Option, see Sections 4 and 11.

13. yallo Hardware

Unless otherwise stipulated, the yallo hardware provided free of charge by yallo to the customer, such as modems, remains the property of yallo for the entire contract duration. yallo reserves the right to deliver hardware that is like new, but not necessarily brand new from the factory. The customer is responsible for the careful usage of the hardware. The hardware may not be used for any purposes other than those stated in the contract. In particular, it is prohibited to open the hardware or to make alterations to the software and/or hardware. In the event of a defect, yallo will re-

place the hardware for free during the contract duration, as long as the customer has complied with their duty of care as previously mentioned. yallo is entitled to access the 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 technical data or software held on the device. yallo is not liable for any loss of data experienced by the customer. This particularly applies if the data loss arises as a result of the exchange of defective hardware or software or after remote maintenance has been carried out. After expiration of the contract duration, the customer is required to return the hardware undamaged to yallo within a period of 30 days. If the customer fails to comply with this obligation, the customer must pay yallo a compensation.

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