

## MUCHO Prepaid & Subscription T&Cs:

### **1. Scope of application**

The present general conditions (hereafter "General Conditions") govern all prepaid mobile telephony services and subscriptions provided by BeeOne Communications SA (hereafter "BeeOne") via the MUCHO registered trademark (hereafter "MUCHO") and apply to any physical person (excluding any legal entity) who contracts with BeeOne for MUCHO services (hereafter "Customer") by obtaining a MUCHO SIM card from an authorized reseller (hereafter "Reseller") a BeeOne consultant for MUCHO services or on the site <https://muchomobile.ch>, thus creating a contractual relationship between BeeOne and the Customer in connection with prepaid services (hereafter "Prepaid Services") or the conclusion of a subscription (hereafter "Subscription" or "Subscriptions").

The General Conditions are deemed accepted by the Customer, and the contractual relationship between BeeOne and the Customer begins, when the Customer buys or orders his MUCHO SIM card for the Prepaid or Subscription Services, via the online channel or in a physical point of sale (see however Art. 2 below: "Beginning, duration and end of the contractual relationship"). Their application is limited to the duration of the commercial relationship as defined in the present General Conditions.

The current version of these Terms and Conditions is available at <https://muchomobile.ch>. The French version shall serve as the reference in the event of any conflict of translation or interpretation.

In case of discrepancy with the General Conditions, the special provisions of the contract and the special conditions shall prevail.

### **2. Start, duration and end of the contractual relationship**

**2.1 Condition precedent.** The contractual relationship between BeeOne and the customer begins in accordance with the terms of Art. 1 above: "Scope of application". The respective contractual obligations of BeeOne and the Customer are however **suspended until the valid registration of the Customer** (see Art. 12 below: "Obligations of BeeOne and the Customer related to the monitoring of correspondence by mail and telecommunications") and the activation of the MUCHO SIM card by BeeOne. **If the valid registration is not carried out within 60 days as from the purchase or order of the MUCHO SIM card, and that consequently, the activation of the aforementioned card cannot take place, the contractual relation ends immediately. In such a case, the file fees initially taken, as well as a fixed compensation corresponding to the amount of the first monthly payment taken, remain the property of BeeOne.** However, if the Customer still wishes to register after the 60 days period, he can make the request by telephone or in writing to BeeOne which will be able, at its discretion, to allow him to benefit from the MUCHO services (after valid registration) without having to order a new MUCHO SIM card.

**2.2 Special conditions related to Prepaid Services.** The contractual relation between BeeOne and the Customer in connection with the Prepaid Services starts in accordance with Art. 1 "Scope of application" and 2.1 "Condition precedent" above. It ends at the expiry of the MUCHO SIM card (see below Art. 6.5 "Non-use of services offered by BeeOne and consequences"). The MUCHO SIM cards can be sold to the Customer with an initial telephone credit determined by BeeOne, whose amount and expiration date can vary according to the date, the place of registration and the channel of registration of the SIM card. Upon expiration of the SIM card (e.g. in case of non-use or misuse of the SIM card, see below Art. 6 "Customer's obligations"), **any remaining phone credit is lost**; it is therefore neither refundable nor transferable.

Moreover, **no MUCHO SIM card will be registered if a Customer already holds 5 or more MUCHO SIM cards.**

**2.3 Special conditions related to Subscriptions.** The Subscription contract is concluded subject to a positive examination of the Customer's solvency, carried out systematically by BeeOne. BeeOne reserves the right to refuse the conclusion of the Subscription depending on the result of the credit check of the Customer and, if necessary, to propose him to subscribe to Prepaid Services.

If the Subscription provides for a minimum contract term, the contract term starts as soon as the invoiced service is used (see however Art. 2.1 above "Condition precedent"). If the Subscription does not provide for a minimum contract period, its duration is unlimited and subject to ordinary, early or just cause termination (see Art. 9 to 11 below).

In addition, **a Customer may not order more than 5 Subscriptions in his name.**

BeeOne is free to accept or not the transfer of ownership of a Subscription from a Customer to a third party.

**2.4 Validity of the order.** An order is considered valid only when it is submitted by the Customer and registered by BeeOne. BeeOne may cancel an order in case of multiple orders or orders exceeding the quantity allowed (see above Art. 2.2 "Special conditions related to Prepaid Services" and Art. 2.3 "Special conditions related to Subscriptions"). **In all cases, BeeOne may refuse any order without explanation.**

**2.5 Orders on Internet.** The delivery of the MUCHO SIM card following the online order takes place **in Switzerland only**. The Customer must have a valid address in Switzerland to be able to order the aforementioned MUCHO SIM card and to be able to access the Prepaid Services or the Subscriptions. In case of doubt, BeeOne is authorized to ask the Customer to prove his address by providing official documents attesting it.

### **3. Services provided by BeeOne**

**3.1 General.** BeeOne provides the Customer with mobile telephony services as defined on <https://muchomobile.ch>. In particular, BeeOne provides the Customer with a mobile connection, which the Customer can use in Switzerland and abroad through BeeOne's roaming partners. BeeOne commits itself vis-à-vis the Customer to provide with care the contractually due services, which are defined for the ordinary use of private customers. For this, BeeOne uses third parties who contribute to the execution of its contractual obligations. There is no guarantee or assurance as to the availability of premium rate services or payments via SMS or 0900 number on the MUCHO network. Moreover, BeeOne is not approved with the services of digital identity (Swiss ID)

**3.2 Interruptions.** BeeOne strives to ensure high availability of its services. However, **BeeOne cannot guarantee an uninterrupted and trouble-free operation of its infrastructure and services.** In particular, BeeOne cannot guarantee (i) coverage of the mobile network throughout the territory, (ii) the integrity of data transmitted via the network, (iii) the defined capacity and transmission time, (iv) the content and/or services provided by third parties, (v) absolute protection of its network against unauthorised access or eavesdropping and against harmful software (it is the Customer's responsibility to protect its infrastructure and data against unauthorised access by third parties by taking the necessary measures - in accordance with the current state of the art - and to prevent its infrastructure from being used for the dissemination of unlawful or harmful content in any way whatsoever - cf. Art. 3.3 below "Risks incurred when using the services and measures taken by BeeOne"), (vi) coverage of the mobile roaming network according to the agreements in place, (vii) data protection following network failures, (viii) security measures to avoid damage to customer devices (in this regard, see Art.

3.3 below "Risks incurred when using the services and measures taken by BeeOne"). BeeOne is also authorized to interrupt its services for troubleshooting or maintenance. In case of relocation of the Customer, no guarantee is given that the services offered by BeeOne will also be available and under the same conditions at the new place of residence (in such a case, see Art. 11 below "Termination for just cause"). The routing of SMS to international destinations is handled by the more than 800 international termination partners of BeeOne. This SMS routing cannot be guaranteed by BeeOne and remains under the exclusive control of local operators in charge of routing these SMS to their subscribers. In addition, BeeOne does not guarantee any minimum availability for the minimum data traffic on the mobile network. The transmission speeds indicated on the website <https://muchomobile.ch> refer to the best available performance and cannot be guaranteed. BeeOne is released from its performance obligation in cases of force majeure.

**3.3 Risks incurred when using the services and measures taken by BeeOne.** BeeOne takes all precautions to protect its network from intrusion by third parties. However, BeeOne cannot guarantee (i) that the network infrastructure is fully protected against unauthorized access or eavesdropping and (ii) that spamming, malware, spyware, hackers or phishing attacks, etc., do not interfere with the use of the service. (ii) spamming, malware, spyware, hackers or phishing attacks, etc., do not hinder the use of the service, damage the customer's infrastructure (e.g. terminals, PCs) or cause damage to the customer in any other way. BeeOne is entitled to check the devices connected to the telecommunication network for possible security defects, to implement filters and to take other measures to protect BeeOne's infrastructure, the Customer's infrastructure and the infrastructure of third parties from illegal or harmful content or software, and to prevent access to illegal or unsuitable content by minors. In addition, the Customer can request the blocking of paid services (0900, premium SMS, short numbers, etc.) to BeeOne.

**3.4 Technical means and infrastructure.** BeeOne is free in the choice of technical means used to provide the agreed services. The technical means include, for example, infrastructure, platforms, transmission technologies and protocols as well as user interfaces. BeeOne strives to provide services and networks of perfect quality. Any disturbance on a network located in the zone of influence of MUCHO will be removed as quickly as possible.

**3.5 Information in case of excessive consumption.** BeeOne is not obligated to monitor Customer's consumption of services. If the Customer's usage charges increase excessively, BeeOne may inform the Customer, but is not obliged to do so. The Customer can define his monthly spending limit on his customer area called myMUCHO (<https://muchomobile.ch>).

**3.6 Telephone Number Assignment and Display. The Customer has no right to the attribution and/or the maintenance of a particular telephone number.** For technical reasons, in the event of operating needs or following regulatory obligations, the call numbers related to MUCHO SIM cards can be withdrawn or modified by BeeOne without compensation. The Customer can remove himself free of charge the display of the call number in the configuration parameters of his phone.

**3.7 Intellectual Property Rights.** BeeOne - or authorized third parties - retain all intellectual property rights existing or resulting from the execution of the contract.

#### **4. Acquisition of goods or services from third parties**

If the Customer uses connections provided by BeeOne for the purchase of goods or services from third parties and unless otherwise explicitly agreed, BeeOne is not a partner in the contract between the Customer and the third parties, either for the goods or services concerned. BeeOne does not assume any liability or guarantee for such orders or for the acquisition of services or goods, even in cases where BeeOne collects the amounts due to third parties.

## 5. Rates

**5.1 General information.** The rates in force for the use of MUCHO services and the roaming rates are available on <https://muchomobile.ch>. Concerning roaming, the Customer (unless otherwise indicated by him) is immediately informed by SMS by BeeOne in case of switching to a foreign mobile telephone network. The Customer has the possibility to set a cost limit or to block the roaming access, and this free of charge from his myMUCHO customer area. In addition, the customer has the option of deactivating and reactivating roaming access at any time from his myMUCHO customer area or from his mobile device, as well as the option of using roaming services offered by third-party providers.

**5.2 Special provisions for Subscriptions.** Insofar as the telephony contract does not provide otherwise, the following provisions apply:

- (i) In **addition to the standard fixed price**, the following are charged in the case of Flat Rate Subscriptions (i.e. Subscriptions with unlimited calls in Switzerland for private use in accordance with these General Terms and Conditions): (i) calls to foreign countries, (ii) calls made to special numbers (090x, 084x, 18xx) and (iii) calls made to value-added services (BeeOne ensuring that value-added services can be clearly recognized by users) and fees to be paid for options (i.e. when purchasing an additional batch of data or calls that is added to the standard fixed price of the current Subscription). These elements are only included in Flat Rate Subscriptions if expressly indicated.
- (ii) SMS Flat Rates (i.e. subscriptions with unlimited SMS messages) **are only valid for SMS messages sent within Switzerland**. SMS sent to international destinations are charged individually and additionally.
- (iii) Unused data left over at the end of the billing period, usually at the end of the month, are lost and are not carried over to the next period.
- (iv) Calling or sending SMS from Switzerland to certain value-added services is blocked.
- (v) **Unless expressly stated otherwise, the data included in the Subscriptions are only valid from Switzerland.**
- (vi) The **mobile internet speed can be reduced** after exceeding a certain daily or monthly data volume according to the product description visible in the price overview (see below Art. 6.3 "Non-compliant use of services provided by BeeOne").

**5.3 Price adjustments.** BeeOne reserves the right to adjust its rates, services, special conditions and offer conditions at any time. In such a case, BeeOne informs the Customer in due time and in advance.

The Customer then has the choice to either tacitly accept the new rates/conditions and continue to use the services offered by BeeOne as is, or

- (i) if he/she benefits from Prepaid Services: the Customer can use his residual credit and/or active monthly pack before the changes come into effect, and then decide to stop its use due to the new conditions;
- (ii) if he has a Subscription: the Customer can terminate his Subscription until the moment the modification comes into effect, otherwise he will be considered to have tacitly accepted the modifications concerned. This allows the Customer to terminate his Subscription without respecting the termination period, provided that the termination reaches BeeOne before the implementation of the new rates (see Art. 14 below "Modification of the General Terms and Conditions").

**5.4 Special Provisions Related to "Promotional Discount" Offer.** A "promotional discount" is a special offer proposed by BeeOne and offering a permanent discount on the standard fixed price of a Subscription, which is only guaranteed to the Customer (i) during his lifetime, (ii) on the condition that

he remains a Customer with BeeOne and holder of a Subscription, and (iii) as long as he respects to the letter his obligations of payment and normal use of the mobile service according to the present General Terms and Conditions (including with respect to 'normal' use of the MUCHO services, see below Art. 6.2 "Conforming use of MUCHO services").

**As soon as the Customer benefiting from a "promotional discount" offer does not meet or no longer meets the aforementioned conditions, the Customer will no longer benefit from the "promotional discount" and MUCHO services will be billed at the standard rate of a Subscription (see above Art. 5.1 and 5.2).**

**5.5 Additional restrictions related to Prepaid services.** Additional restrictions apply to the various packages offered by BeeOne, in accordance with the description of the package concerned on the website <https://muchomobile.ch>. The overview of services available on the website <https://muchomobile.ch> is an integral part of the contractual relationship between BeeOne and the Customer. Additional features and/or discounts offered free of charge or for a fee may also be offered there. **BeeOne reserves the right to extend, limit, suspend or modify at any time the service options (see below Art. 14 "Changes to the General Conditions").** The unilateral modification of its pack by the Customer is only possible by requesting a change of pack under the conditions set by BeeOne, the change of pack taking effect at the earliest from the following month.

**5.6 Additional restrictions related to Subscriptions.** Unilateral modification of his Subscription by the Customer is only possible by requesting a change of Subscription under the conditions set by BeeOne, the change of Subscription taking effect: (i) at the earliest from the following month in case of a change to a higher rate than the one previously applicable; and (ii) at the latest within 60 days for the end of a month in case of a change to a lower rate than the one previously applicable.

The Customer takes note of the fact that any remaining data or minutes from the previous subscription are to be used up during the current month and are not transferable to the new subscription. Only any remaining credit is carried over from one subscription to the next.

In any event, changes to the Subscription may be subject to an administrative fee payable by the Customer, invoiced in accordance with the schedule "Administrative and Collection Fees" available at <https://muchomobile.ch>.

## **6. Obligations of the Customer**

**6.1 Generalities.** The Customer must use the MUCHO services in accordance with the present General Conditions and the Swiss law in force. BeeOne will not be held responsible in any case for an abusive use of its services and the consequences resulting from it. In particular, BeeOne does not assume any responsibility as regards (i) the contents which the customer causes to be sent to him or to be exploited by BeeOne or which he makes accessible to third parties, (ii) the contents which the Customer obtains through the telecommunications networks, (iii) the exactitude, accuracy, completeness, up-to-dateness, legitimacy or usefulness, accessibility and timely provision of information that has been generated by third parties, that can be accessed by third parties or that has been made accessible through the services of BeeOne. In addition, if the Customer uses his account in such a way that it violates personality rights, intellectual property rights, and / or any other rights of third parties, he must answer for his actions. BeeOne declines any responsibility in this regard.

**6.2 Compliant use of services provided by BeeOne.** The use of MUCHO SIM cards is reserved for normal mobile use, that is to say **private use between physical persons** (with the exclusion of legal entities) and **without direct lucrative goal**.

For the duration of the business relationship, the Customer has the non-transferable and non-exclusive right to use the services and products made available by BeeOne in accordance with these Terms and Conditions and any other applicable contractual provision.

Conforming use of the services provided by BeeOne covers normal mobile use of smartphones, tablets, laptops, connected watches and other mobile devices.

**6.3. Non-compliant use of services provided by BeeOne.**

The use of MUCHO services is considered as non-conforming if the said use diverges significantly from **normal private mobile use** (any professional use being excluded) or if it turns out in particular that the MUCHO SIM card is used (i) for special applications (in particular monitoring applications), (ii) for constant sharing of connection (for example thanks to a "Hotspot Device", the hotspot functions (Tethering or sharing of connection) of the mobile devices being envisaged for personal mobile connectivity; (iii) for the substitution of a fixed internet access or machine links, (iv) for mass calls (telemarketing), (v) for the routing of calls on BeeOne's mobile network by means of GSM gateways, (vi) for the establishment of permanent communications, communications involving direct or indirect payments, (vii) for the transfer of communications to value-added numbers, (viii) for the dissemination of mass advertising or harmful software, (ix) for the connection of devices not compatible with the infrastructure of BeeOne, (x) for unauthorized access or use of network elements, (xi) for excessive use that may lead to network overload, (xii) for the use of MUCHO accounts to make calls not originating from a MUCHO SIM card, as well as (xiii) for machine-to-machine calls. Also considered as non-compliant are users with a subscription that includes roaming data, whose roaming data usage during the last 60 days observed was higher than the data consumed in Switzerland for the same period.

In case of non-conforming use, BeeOne reserves at any time the right (i) to require the Customer to use the service in accordance with the law and the contractual provisions, (ii) to interrupt, limit or exclude the provision of services, or (iii) to take any other appropriate measure, including suspending the Customer's account and/or terminating the contract between BeeOne and the Customer (see below Art. 11.1 "Termination for just cause by BeeOne"), without owing any damages. Art. 38 para. 4 TSO on the dispute of invoices for value-added services is reserved. BeeOne also reserves the right to claim any compensation for the damage caused by the Customer's non-conforming use.

Companies and third parties related to the Customer are also subject to the same obligations as the Customer. In addition, **the Customer will compensate BeeOne for any third-party claim due to misuse of services by the Customer**. Costs may be charged to the Customer if BeeOne is called upon for disruptions whose causes are not attributable to its infrastructure.

If there are signs of use not in accordance with the law or contractual provisions, it is the Customer's responsibility to inform BeeOne about this use. The Customer is responsible for the content of the information (data in any form) that he has transmitted or used by BeeOne.

**Unlimited services cover usage that is not excessive over a prolonged period. "Excessive usage" means usage by customers generating data, calls or sms consumption above the average consumption represented by 90% of other BeeOne customers.** Such excessive use of mobile services can lead to capacity issues and network performance degradation, which directly impacts the user experience of other mobile users. To remedy this situation, **BeeOne reserves, without prejudice to other measures at its disposal set out in these Terms and Conditions and applicable in case of non-**

**conforming use of BeeOne services, the right to (i) temporarily de-prioritize 4G and 4G+ data traffic of customers who reach a threshold of excessive use, by reducing during the current month the data traffic to the equivalent of 56kbps, without however reducing the unlimited data usage (at the beginning of the next month, the Customer's usage status is reset to zero and the deprioritizations are lifted); and/or (ii) start billing based on SMS or calls usage as of the expiration of the time period given to the customer in a formal notification to stop the misuse of BeeOne services.**

In addition, BeeOne reserves the right to take other network management measures as well as prioritization by product (i.e. temporary reduction of internet speeds, limitation of services offered, etc.), by application or by country, if these are necessary to preserve the stability of the network availability.

**6.4 Use of services provided by BeeOne by minors. The registration of MUCHO SIM cards by persons under the age of 16 is prohibited.** No MUCHO SIM card will be registered and any MUCHO SIM card can be blocked without compensation in case of violation of this rule. If the Customer makes the services provided by BeeOne available to minors, he is responsible for respecting the legislation on the protection of minors. Within the framework of technical possibilities, BeeOne provides locking possibilities for protection purposes.

**6.5 Non-use of services offered by BeeOne and consequences.** The Customer is aware that a prepaid SIM card that has had no top-up activity for **60 consecutive days** and no paid usage of at least CHF2 in the last month, will be charged a "monthly prepaid mobile account maintenance fee" in the following month if there is sufficient credit, in accordance with the appendix "Administrative and Collection Fees" available at <https://muchomobile.ch>. This monthly prepaid mobile account maintenance fee ensures that all incoming and outgoing mobile services are maintained, even without paid usage. If the remaining credit is less than CHF 1, the unused credit for 60 days will place the MUCHO SIM card in a "restricted" state, which means that the mobile service is restricted (i.e. the Customer cannot receive any more calls or SMS). To get out of this "restricted" state and get back all his Prepaid Services, the Customer will simply have to recharge his account.

In addition, **any MUCHO prepaid SIM card expires after 360 days without use**, the use being in this context understood as an outgoing call, an outgoing SMS or an act of recharging, or the purchase of a pack. In this case, any remaining credit and the mobile number are lost. The mobile number becomes totally under the control of BeeOne.

**6.6 Payment obligations.** The Customer is required, throughout the duration of the contract, to make payment for services provided by BeeOne in accordance with the terms of payment provided by these Terms and Conditions (see below Art. 7 "Terms of payment"). The Customer is required to provide BeeOne with his addresses (physical and email) accurate, including for billing purposes. **The email address provided at registration is considered as the Customer's correspondence address.** However, the Customer accepts that BeeOne validly communicates to him by SMS information relating to his contractual relationship with BeeOne.

**6.7 Obligations related to the SIM card.** Any MUCHO SIM card delivered by BeeOne is **strictly personal** and must not be transmitted to third parties nor resold. The change of holder of a SIM card is to be requested by the Customer exclusively and is subject to the approval by BeeOne of the verification of identity of the new holder. This service of changing the holder of a SIM card is subject to a fee and is charged in accordance with the schedule "Administrative and collection fees" available on <https://muchomobile.ch>. In case of loss of the MUCHO SIM card, the obligations related to security (cf. Art. 6.8 below "Obligations related to security") apply. BeeOne also collects a fee related to the

blocking and unblocking of a MUCHO SIM card in accordance with the appendix "Administrative fees and collection fees" available on <https://muchomobile.ch>.

The resale of MUCHO services is forbidden unless a specific contract is signed between BeeOne and the Customer. If a person to whom a MUCHO SIM card is sold and/or transferred commits criminal acts by using it, the Customer can be prosecuted, in particular for complicity, participation or obstruction of the penal action. In all cases, the Customer remains responsible for all amounts billed following the use of MUCHO services, even if they are used by third parties with his MUCHO SIM card.

**6.8 Security obligations.** The Customer must follow all the security instructions recommended by BeeOne, in particular to protect the devices against access by unauthorized third parties, to regularly back up his data to avoid any loss, to diligently keep his access data, passwords or PIN codes and not to transmit them to third parties. In the event of loss of access data, passwords, PIN codes or a SIM card, MUCHO must be informed immediately. In the meantime, the Customer must in all cases (e.g. in the event of use by third parties) pay for the services used via the corresponding connection.

## **7. Terms of payment**

**7.1 Prepaid Services.** Prepaid Services are not subject to billing by BeeOne. Credit can be topped up at any time by the purchase of a recharge by the Customer. If the Customer chooses a self-renewing prepaid pack with payment by credit card, the amount of the prepaid pack chosen will be charged to his credit card at the time of online purchase and also at the time of successive monthly renewals. Customers have the possibility to stop the automatic renewal of their pack. They can do this themselves by going to their myMUCHO Cockpit and cancelling the automatic monthly package payment by credit card. This deletion will take effect the following month.

**7.2 Subscriptions and billing.** BeeOne issues invoices based on its records. BeeOne may group several invoices from the customer and collect small amounts invoiced in a subsequent invoice. The invoice amount must be paid by the due date indicated on the invoice. If no due date is indicated, the due date shall be calculated by counting 30 days from the date of issue of the invoice. **The customer may submit complaints about the user fees within 30 days of receipt of the invoice in his customer account, including in the case of payment by direct debit to his credit card. After this period, these charges shall be deemed to have been accepted.**

If the complaints concern only a partial amount of the invoice, BeeOne may require that the part of the invoice not concerned by the complaint be paid on time.

At the end of the contract, all outstanding amounts (including subscription fees until the end of a contract that is still running in the event of early termination, see Art. 10 "Subscriptions - Early termination and costs incurred" below) become due and payable. Each party is entitled to submit valid claims for set-off. In addition, the Subscription fees can be charged as a package in the event of ordinary termination via portage.

**7.3 Payment by credit cards.** Within the framework of the Subscriptions, on the 1st<sup>r</sup> day of the month, BeeOne automatically collects the payments of the invoices relating to (i) the fixed Subscription fees of the starting month and (ii) the consumption of the non-subscription fees of the previous month by direct debit on the Customer's credit card. The provisions concerning disputes and complaints in accordance with Article 7.2 above shall apply in this context. **By providing his credit card data, the Customer expressly authorizes BeeOne to carry out the said debits and to store the required credit card information in accordance with Swiss data protection law.** The Customer further confirms the accuracy of the data provided about his credit card and undertakes to inform BeeOne of any changes.



In case of failure of a card payment, BeeOne reserves the right to (i) charge any rejection fee, (ii) send the customer an invoice by email for prompt payment in accordance with Art. 7.2 above and/or (iii) terminate the "promotional discount" of the active Subscription and apply from the next current month the standard price of the subscribed subscription (see above Art. 5.4: Special provisions related to the "Promotional Discount" offer).

**7.4 Late payment.** If the Customer has not paid his invoice in full by the due date or he it has not objected to this invoice in writing and in a justified manner, it is then considered to be in default of payment. In this case, BeeOne may, after sending a reminder to the Customer's email address, suspend the provision of all services, take other measures to avoid further damage (in particular by terminating the current "promotional discount", see above Art. 5.4) and/or terminate the contract without notice and without compensation (Art. 8 para. 4 TSO concerning the dispute of invoices for value-added services being reserved). The Customer shall bear all costs that are incurred by BeeOne due to the delay in payment. In particular, the Customer shall owe BeeOne interest on arrears in the amount of 5% p.a. of the overdue invoice, as well as reminder fees in the amount of CHF 30.00 per reminder from the second reminder. In addition, BeeOne may at any time call upon third parties for collection. The Customer shall pay minimum fees directly to the third party involved and additionally compensate him for his individual time and expenses spent on collection according to the schedule of additional administrative charges in accordance with the appendix "Administrative and Collection Costs" available at <https://muchomobile.ch>.

**7.5 Security deposit.** When BeeOne has doubts regarding the respect of payment conditions according to the contract or when the collection of services proves difficult or beyond a credit limit that only BeeOne defines for each Customer according to its own criteria, **BeeOne may require payment in advance or payment of a guarantee.** If the Customer does not make these payments, BeeOne can then take the same measures as those applied for late payment (see Art. 7.4 above "Late payment"). BeeOne can offset all claims against the Customer with the guarantees thus deposited.

## **8. Devices**

**8.1 Accounting with BeeOne infrastructure.** The Customer is responsible for the compatibility of his device with the BeeOne infrastructure.

**8.2 Damage caused by devices.** BeeOne is entitled to stop providing its services without notice and without any compensation, to disconnect the Customer's device from the telecommunication network and to claim damages if a device belonging to the Customer causes damage or endangers a service, a third party or the facilities of BeeOne or others, or if the Customer uses unauthorized devices.

## **9. Subscriptions - Ordinary termination**

Subject to other provisions in these General Terms and Conditions, **the termination of a Subscription with no minimum term and unlimited duration is subject to a termination period of 60 days to the end of a month.** Consequently, after the request to terminate the Subscription, the Customer is required to pay at least two additional monthly instalments before being released from the Subscription. Art. 10 below "Subscriptions - Early termination and costs incurred" applies to the termination of Subscriptions that have been taken out for a minimum term.

Subscriptions must be cancelled **by telephone** (0800 077 800). Full details are available at <https://muchomobile.ch>. **Cancellations by post or email are not valid.**

In the case of termination with porting of the telephone number, a written termination is accepted if the new provider sends the termination electronically at the request of the Customer as part of the porting procedure.

If the Customer uses several services provided by BeeOne, he must specify which service he wants to terminate.

## **10. Subscriptions - Early Termination and Fees**

For Subscriptions taken out for a minimum term, termination by the Customer before the end of the said minimum contractual term is only possible with reimbursement of the fees by the Customer. Regardless of the reason for termination, an administration fee, determined in accordance with the appendix "Administration and collection fees" available at <https://muchomobile.ch>, is due to BeeOne. The payment of the aforementioned administration fee does not release the Customer from the obligation to pay the remaining monthly instalments in full until the end of the minimum contractual term.

Once the minimum term has elapsed, the contract may be terminated with a notice period of 60 days to the end of a month. Therefore, after the request to terminate the subscription, the Customer is required to pay at least two additional monthly instalments, plus any non-subscription usage generated between the last paid invoice and the termination date, before being released from the subscription. No pro rata refund of the unused part of the subscription will be granted.

The Customer takes note of the fact that early termination of a contract without observing the statutory termination period is only possible by paying the two remaining monthly instalments at the standard price excluding promotions (60 days' notice for the end of a month), plus the file costs for early termination, as well as the costs linked to any usage other than subscriptions due by the Customer.

## **11. Termination for just cause**

**11.1 Termination for Cause by BeeOne.** In case of just cause, BeeOne has the right to **terminate without notice** the corresponding contracts concluded with the Customer or individual services provided under the contracts. Just cause exists in particular if there are indications that the use of the services does not comply with the law and/or the contractual provisions (see above Art. 6.1 "Non-compliant use of services provided by BeeOne"), which give reason to believe that the Customer has provided incorrect and/or incomplete information about him at the conclusion of the contract, in case of non-payment of the required deposit, following a requirement of a judicial authority, in case of delay in payment despite the sending of reminder(s) by BeeOne, or if the public interest justifies it.

**11.2 Termination for Cause by the Customer.** In the event of the following valid reasons, the Customer has the right to terminate the contract with BeeOne without notice: (i) if he no longer has any network reception permanently (but at least uninterruptedly for 7 days) at his home address at the time of the conclusion of the contract without it being a case of force majeure; (ii) if, after moving house, he no longer has any network reception permanently (but at least uninterruptedly for 7 days) at his new home address in a populated area, without this being a case of force majeure, (iii) in the event of departure abroad, provided the customer can present an official document and has not benefited from a reduction during the last 6 months (e.g. device at reduced price), (iv) if, in case of death of the Customer, the use of the connection is not continued by an heir or a third party (in this case, the contract can be terminated with effect from the day of death without financial consequences). **The change will then take effect at the end of the month.**

## **12. Legal obligations of BeeOne and the Customer related to the monitoring of correspondence by post and telecommunications**

In accordance with the Swiss law in force, in particular the Federal law on the monitoring of correspondence by post and telecommunications ("LSCPT") and the Ordinance on the monitoring of correspondence by post and telecommunications ("OSCPT"), access to MUCHO services requires the respect of various obligations related to the recording, processing and conservation of data relating to the Customer.

In particular, BeeOne draws the attention of the Customer to the fact that **the use of MUCHO SIM cards for Prepaid Services and for the conclusion of Subscriptions requires a preliminary registration of the Customer in accordance with art. 19 and 20 OSCPT**. To this end, the Customer must provide the Reseller with an official identity document so that a legible copy can be made and kept by BeeOne, specifically and necessarily: a passport, an identity card or a residence permit admissible according to the law in force (art. 20 al. 1 OSCPT). In case of online registration, the Customer must identify himself by means of an electronic identity admissible under the law in force. The Customer notes that the Reseller must record the following information about him: surname(s) and first name(s); date of birth; type and number of the identity document, as well as the country or organisation that issued it; address; if known: profession; nationality (art. 20 para. 2 VKT). For commercial relations without subscription, the following indications are also recorded: date and time of the handing-over of the SIM card; place of the handing-over of the MUCHO SIM card, including name and complete address; name of the person who took care of the handing-over of the MUCHO SIM card (art. 20 al. 4 OSCPT). The Customer is thus obliged to collaborate with the Reseller or the BeeOne adviser and **undertakes to ensure that the information provided is complete and exact**. If it is not possible to verify the identity of the Customer on presentation of an official document of identity mentioned above, the BeeOne Reseller or adviser is prohibited from proceeding with the sale, the registration and/or the activation of a MUCHO SIM card. Similarly, in such a situation, BeeOne will not activate a MUCHO SIM card in connection with which the documents and information provided by the Customer do not make it possible to carry out the registration in the respect of the applicable legal provisions. In such a situation, the methods provided for in Art. 2.1 above "Suspensive condition" apply. If at the time of a later control of conformity, BeeOne notes that a MUCHO SIM card was registered in a way not in conformity with the applicable law, BeeOne reserves the right to disconnect the SIM card retroactively without compensation or refund of possible remaining credit. **All these provisions also apply in the event of online registration by the Customer.**

The Customer also takes note of the fact that, according to art. 21 al. 2 LSCPT and 21 al. 1 OSCPT, BeeOne is obliged to keep the data entered during the entire duration of the business relationship as well as six months after its termination. The Customer must inform BeeOne without delay of any change in the above-mentioned data. The Customer must inform BeeOne without delay in case of loss or theft of his SIM card and/or associated secret data (PIN, PUK ...). In case of request of the competent authorities, the above-mentioned data are communicated in accordance with the legal provisions in force, even in the event of transfer of the MUCHO SIM card.

## **13. Data protection**

**13.1 General.** Customer data are processed by BeeOne in accordance with the applicable data protection legislation. BeeOne collects, stores and processes only the data required to verify the existence of the requirements for the establishment of a business relationship between the Customer and BeeOne, for the provision of services, administration and management of the business relationship, infrastructure security and quality of service. In addition, BeeOne processes Customer data to fulfill its contractual obligations to the Customer, to maintain, develop and preserve its relationship with Customer, to individualize its services, and for billing, collection, fraud prevention

and credit check purposes. BeeOne also collaborates with third-party companies, in Switzerland or abroad; BeeOne transmits Customer's data to them for processing on behalf of BeeOne, in compliance with the applicable legal provisions in particular in relation to the Swiss law of data protection. It is the exclusive responsibility of the Customer to save in a safe place any personal data (e.g. contacts list) contained in the MUCHO SIM card. The recordings of the voice box are preserved 30 days by BeeOne and systematically erased thereafter. BeeOne declines any responsibility for information erased or lost in any other way.

**13.2 Evaluation and management of credit data.** The Customer takes note of the fact that payment histories, in particular concerning undisputed claims and claims outstanding after the due date, as well as information on debt collection and address data, if any, will be transmitted to a financial partner chosen by BeeOne, for legitimate use as a credit reference agency. The selected financial partner will use this data to verify the identity and creditworthiness of the Customer and may share it with authorized third parties. The payment history may be analyzed by the financial partner in question on the basis of mathematical-statistical calculation methods for automated decision making, in particular to assess the creditworthiness of a person.

**13.3 Listing in directories.** No listing in any directory will be made unless expressly requested by Customer. BeeOne has no obligation to verify the accuracy of Customer's data in this regard.

**13.4 Other authorization of the Customer's data.** The Customer explicitly consents that BeeOne keeps and uses his data, in particular those mentioned above, for internal purposes limited to the development and proposal of new MUCHO services, **beyond the 6-month period provided by the LSCPT and the OSCPT**, in order to conceive and develop services better adapted to the expectations of the Customer in connection with his contractual relationship with BeeOne. He also authorizes BeeOne to contact him via SMS, telephone, email or postal way to inform him about the MUCHO services and those of partners in connection with the MUCHO services subscribed by the Customer. The Customer can however at any time request, via the form available under <https://muchomobile.ch/contact> or by postal way with BeeOne, case postale 1528, 1211 Geneva 26, not to receive any more information and commercial solicitations on behalf of BeeOne.

#### **14. Changes to the General Conditions**

BeeOne reserves the right to modify the General Conditions and other contractual provisions at any time. The Customer will be informed of such changes on <https://muchomobile.ch> and by sms and/or email.

If the Customer feels aggrieved by the modification of the General Conditions, prices, Prepaid Services or Subscription, he/she shall inform BeeOne as soon as possible via the form available at <https://muchomobile.ch/contact>. In case of price change of his active subscription, the Customer will also have the possibility to terminate his contractual relationship with BeeOne (for the end of a month in case of Subscription) without having to respect the termination deadlines provided above in Art. 9 and 10.

After the date of their entry into force, the new General Conditions are accepted.

#### **15. Exclusion of liability**

BeeOne's liability is limited to the current value of the services paid by the Customer during the last 12 months and in any case to a maximum value of CHF 20,000. BeeOne assumes liability only for damages caused intentionally or due to gross negligence. Any liability for loss of profits, loss of data and/or

damages resulting from downloads is excluded. BeeOne's liability is also excluded in case of illegal or improper use of services, as well as in case of force majeure.

#### **16. Applicable law and jurisdiction**

Swiss law is applicable to these General Terms and Conditions and to all contractual provisions. Subject to mandatory legal provisions, the place of jurisdiction is Geneva, Switzerland.