

CGV MUCHO Internet :

1. Scope of application

The present terms and conditions (hereinafter “Terms and Conditions”) govern all Internet services provided by BeeOne Communications SA (hereinafter “BeeOne”) through the registered trademark MUCHO (hereinafter “MUCHO”) and apply to any natural person (excluding any legal entity) who contracts with BeeOne for MUCHO services (hereinafter “Customer”) by obtaining a MUCHO Internet connection from a BeeOne advisor for MUCHO Internet services or on the <https://muchomobile.ch> website, thus creating a contractual relationship between BeeOne and the Customer in connection with Internet services.

The General Conditions are deemed accepted by the Customer, and the contractual relationship between BeeOne and the Customer begins, when the Customer purchases or orders his MUCHO Internet connection. 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 Terms and Conditions.

The current version of these General Terms and Conditions is available at <https://muchomobile.ch>. The French version serves as a reference in the event of translation or interpretation conflicts.

2. Beginning, duration and end of the contractual relationship

2.1 The service contract with the customer is concluded or MUCHO is bound only when MUCHO has confirmed in writing or by e-mail the registration to a service contract signed by the customer in a legally binding manner. MUCHO lets the customer determine the start of service use. The customer takes note of the fact that the beginning of the use of the services placed at his disposal by MUCHO Internet can possibly be delayed for organizational or technical reasons. The customer may not derive any rights from this with respect to MUCHO.

2.2 Except contrary stipulation in the contract of services, the contract of services is concluded for an indeterminate duration.

2.3 Cancellation deadlines are indicated in the service contract or the corresponding registration form. The minimum contract duration must be observed. Thereafter, contracts may be terminated with 60 days' notice before the end of the month. By mutual agreement, the contract can also be terminated at a different time or date. In all cases, the remaining credit is retained by MUCHO Internet and cannot be reimbursed.

2.4 For important reasons, both parties may terminate the service contract at any time with immediate effect. This applies in particular if the services available from MUCHO Internet or third-party services obtained through these services are obtained, used, made accessible or transmitted to unauthorized third parties in a manner contrary to law, contract or purpose, as well as if the present service contract or third-party usage provisions are not respected.

3. MUCHO obligations

3.1 MUCHO provides the services according to the offer with professionalism and care, in accordance with the current state of the art.

3.2 The installations and devices made available to the customer for the use of the services remain the property of MUCHO and the customer obtains neither right of disposal, nor copyright, nor any other right of protection on these. Installations purchased by the customer from MUCHO are an exception and are described as such in the service contract. Equipment purchased from MUCHO remains the property of MUCHO until full payment of the purchase price.

3.3 MUCHO assists the customer in establishing a stable state for the use of the services. If the customer calls upon assistance services for this purpose which can no longer be considered by MUCHO as appropriate or customary in the industry, or if the efforts provided by MUCHO are due to a malfunction of parts of the customer's installation or to inappropriate use on its part, MUCHO will invoice the customer for its additional or total efforts at MUCHO's current rates.

3.4 MUCHO agrees to take or execute measures to remedy service failures and malfunctions during normal working hours of the MUCHO office. Normal working hours are weekdays from Monday to Saturday, from 9:00 a.m. to 7:00 p.m., with the exception of federal and cantonal holidays at MUCHO headquarters, as well as the period from December 24 to January 2. Outside office hours, the Service Level Agreement chosen by the customer applies.

3.5 The customer is only entitled to reimbursement of services invoiced by MUCHO if this has been agreed in advance in writing in an individual Service Level Agreement. For all other telecommunication service failures, already paid fees will not be refunded.

3.6 Any claims for reimbursement by the customer lapse if a failure has not been the subject of a written complaint to MUCHO within 30 days of the end of the calendar month concerned, and if a corresponding request for reimbursement of costs has not been made to MUCHO to this effect. In the case of justified requests, MUCHO will always deduct them from future subscription fees in the form of a credit note.

3.7 The burden of proof of unavailability rests with the customer.

4. Warranty

4.1 Insofar as agreed, MUCHO guarantees the service levels for the services in accordance with the SLA.

4.2 The services are in principle accessible to the customer 24 hours a day, 7 days a week. However, MUCHO cannot guarantee the uninterrupted and undisturbed operation of the services or the absolute protection of its network. In the event of disruptions in obtaining and using services, the customer only has the right to terminate the present contract if he has immediately informed MUCHO in writing of the disruption and has twice set a reasonable deadline for remedying it. Announced interruptions of services, in particular as a result of maintenance work by the media provider concerned, are not considered disruptions.

4.3 The customer shall check the service before using it productively. Unless otherwise stipulated in the service contract, the customer is responsible for data backup. The customer shall make provision for the eventuality that all or part of the service is not provided correctly, e.g. by means of periodic checks, fault diagnosis, back-up procedures, data backup (business recovery). The

customer is aware that after termination of the present contract, the service will be interrupted. In particular, MUCHO does not guarantee that data, content and/or information stored on MUCHO servers will remain accessible after termination of the present contract.

4.4 MUCHO declares in good faith that the services do not violate any third-party rights.

4.5 If a third party asserts to the Customer that the Service infringes any patent or copyright of such third party, MUCHO will defend the Customer at its own expense against such claim and will pay all costs, damages and attorneys' fees up to the amount finally imposed by a court or included in a settlement approved by the Customer, provided that the Customer (i) promptly notifies MUCHO in writing by registered mail of the claim; and (ii) allows MUCHO to control or participate in the defense and any settlement negotiations with respect thereto.

4.6 If such a claim is made by a third party or appears likely, the Customer agrees to allow MUCHO to continue to use the Service, modify it or replace it with a Service that is at least functionally equivalent. If MUCHO determines that none of these alternatives is reasonably available, MUCHO may terminate the service. MUCHO will then issue a credit note to the customer corresponding to the amount paid by the customer for the unusable service. Points 4.4 to 4.6 describe all of MUCHO's obligations to the customer with regard to claims for infringement of rights against third parties.

4.7 The warranty period for purchased devices is 24 months from receipt. The warranty is only valid and enforceable in Switzerland. During the warranty period, defective devices (manufacturing, construction and material defects) will be repaired or replaced at MUCHO's sole discretion. During the repair period, there is no entitlement to a replacement device. Repaired or replaced devices do not benefit from an extended or renewed warranty period. If a device is no longer repairable, an equivalent replacement device will be supplied to the customer, the determination of the equivalent replacement device being reserved to MUCHO. The aforementioned warranty rights do not apply in the event of defects resulting from: use and operation not in accordance with product specifications; improper, insufficient or inappropriate maintenance; use of accessories, software, etc., not manufactured by MUCHO. unauthorized modifications to the device (including modification/deletion of serial numbers, additional codes, etc.); misuse, neglect, accident or loss; unauthorized or improper repair. The scope of the above warranty is exhaustive and replaces all legal warranty obligations. To the extent permitted by law, any liability on the part of MUCHO is excluded. In particular, MUCHO is not liable for indirect damages or damages that have not occurred to the delivery item itself (so-called consequential damages). To invoke the warranty, the customer must send the defective device in its original packaging, along with a description of the defect, to the address determined by MUCHO. This address will be communicated to the customer by MUCHO upon request.

5. Customer obligations

5.1 At the time of the order, registration and any other commercial contact with MUCHO, the customer is held to provide information in conformity with the truth.

5.2 The customer undertakes to provide MUCHO with current information at all times, such as name and address, and to immediately communicate any corresponding changes online, by letter or by fax.

5.3 When using the services, the customer undertakes to respect the applicable contractual and legal provisions, in particular the present GTC, other contractual provisions as well as cantonal and federal laws in force, in particular those relating to data protection, telecommunications and copyright. In particular, the services must not be misused to meet criminal requirements.

5.4 MUCHO may take measures to prevent or remedy disruptions and oblige the Customer to take measures himself. After giving prior notice, the Customer must allow MUCHO employees or third parties mandated on behalf of MUCHO, insofar as the maintenance of service quality requires, access to technical installations made available by MUCHO or those used for the use of MUCHO services, as well as other installations necessary for the availability of MUCHO services.

5.6 The customer undertakes to inform MUCHO immediately of any defects, breakdowns or unavailability of services or installations of which it is aware, and in particular of any use of services contrary to the law or the contract by itself, as well as by unauthorized third parties (e.g. hackers).

5.7 The customer undertakes to check the invoice and, in the event of any inconsistency, to dispute it in writing (by e-mail, fax or letter) within 30 days of the invoice date, failing which the invoice shall be deemed to have been accepted.

5.8 The customer shall protect the right(s) of use and access as well as the identification and authentication security(ies) assigned to him/her against access by unauthorized third parties and shall not pass them on to unauthorized users. As soon as the customer and/or one of its users has reason to believe that the use and access authorizations have been obtained illegally by a third party or that they could be misused, the customer is obliged to inform MUCHO immediately.

5.9 The customer will refrain from any attempt to consult unauthorized information or data himself or through unauthorized third parties, or to intervene or cause programs operated by MUCHO to intervene, or to penetrate MUCHO data networks without authorization.

5.10 If a third party asserts a violation of the law by means of data, content and/or information made available by the customer, MUCHO is entitled to block the data, content and/or information in its entirety or temporarily. In this case, MUCHO will ask the customer to put an end to the violation of the law within a reasonable time or to prove the legality of the data, contents and/or information. If the customer does not respond to this request, MUCHO is entitled to delete the corresponding data and/or terminate the contract for cause without observing any deadline. Claims for damages remain reserved.

6. Fees

6.1 Remuneration for services provided by MUCHO is determined by the present service contract or by the current price list. Unless otherwise specified, they include VAT.

6.2 MUCHO may adjust prices at any time, particularly in the event of changes in production costs or tax rates (VAT), subject to 30 days' notice by the end of each month. If the customer is significantly disadvantaged by such a change, he has the right to terminate the contract when the new prices come into effect. This right of termination lapses when the new prices come into effect.

6.3 The basic fee, which is independent of usage, is billed to the customer in advance on a monthly, quarterly, half-yearly or annual basis. Partial calendar months are invoiced on a pro rata basis. Variable and usage-related charges are billed monthly. The customer undertakes to pay the invoiced amount by the due date indicated on the invoice form. The customer must use the bank details shown on the invoice to make payment. Any payment fees charged by MUCHO are at the customer's expense.

6.4 If the customer does not meet his payment obligation on expiry of the payment deadline, he is automatically put in default and undertakes to pay default interest of 5%. If payment is still not made after the formal notice or at the expiration of the formal notice period, MUCHO is entitled to suspend all services provided to the customer, even without further notification, and/or to terminate the contract without notice in accordance with point 2.4. MUCHO has the right to charge an additional fee of CHF 40 for blocking the service.

6.5 Fees independent of use, such as basic fees, are also due in the case of blocked services. MUCHO may at any time require the customer to provide guarantees (deposit) in the event of justified doubt as to compliance with contractual payment conditions.

6.6 Upon request, the customer may ask in writing for the calculation bases for invoicing. MUCHO will provide the customer with calculation bases insofar as these can be compiled with reasonable technical effort. If the invoicing of the costs is correct, the customer must remunerate MUCHO for the work caused by the elaboration of the calculation bases according to MUCHO's agreed hourly rates.

7. Liability

7.1 MUCHO undertakes to provide services with professionalism and care, in accordance with the service contract signed by the customer and the current GTC.

7.2 Insofar as the law permits, MUCHO excludes all liability for direct and indirect damages as well as for consequential damages resulting from a defect, both for itself and for the auxiliaries it has engaged for the execution of the contract.

7.3 MUCHO is not responsible for content created by or available from third parties. MUCHO cannot give any assurance for such content, nor can it assume any responsibility or guarantee for its accuracy, completeness, timeliness, legality or relevance, availability and timely delivery.

7.4 It is the customer's responsibility to protect computer installations and devices in his possession used for MUCHO services as well as data used for this purpose or accessible through MUCHO services, including program data, from unauthorized access, viruses, attacks of any kind and manipulation.

7.5 The customer may be held responsible for all damages caused to MUCHO or to third parties by its use of MUCHO services or be held liable.

7.6 If MUCHO cannot fulfill its contractual obligations due to a case of force majeure, such as for example natural phenomena of particular intensity, strikes, riots, wars, disruptions of services on the part of third parties, unforeseen requirements of the authorities, etc., the execution of the contract is suspended for as long as the event of force majeure lasts. MUCHO's liability is excluded in such cases.

8. Data security and data protection

8.1 MUCHO undertakes to comply with applicable data protection legislation when processing personal data. MUCHO's data protection declaration is an integral part of the service contract.

8.2 If agreed, an additional appendix relating to the processing of order data also applies.

9. Final provisions

9.1 Any modification or addition to the service contract must be made in writing, refer to the provision to be modified and be validly signed by the contracting parties.

9.2 In the event of contradiction between the different language versions of the various contractual documents, only the French language version shall prevail. MUCHO reserves the right to provide the customer with the service sheets only in the French language version as the determining version.

9.3 If one of the provisions of the contract concluded with the customer becomes null and void or without legal effect, the other provisions remain in force. In this case, the invalid or legally ineffective provisions must be replaced by a valid provision whose economic effect is as close as possible in legal terms to that of the invalid provision.

9.4 MUCHO reserves the right to modify these GTC at any time. Amendments will be communicated to the customer in writing or via the Internet at muchomobile.ch and will replace the previous GTC. Should the customer be significantly disadvantaged by the amended provisions, he/she is entitled to terminate the contract, retaining the old conditions for the next possible termination date. The right to terminate the contract expires with the entry into force of the amendment.

9.5 Applicable law and place of jurisdiction: the service contract is subject to Swiss law. The place of jurisdiction is that of MUCHO's registered office in force at the time the complaint is lodged. Compulsory places of jurisdiction remain reserved.