



Terms and Conditions Postpaid

1. Scope of validity

These General Terms and Conditions (hereafter referred to as the "GTC") apply to all services and products (hereafter referred to jointly as "services") that Sunrise Communications AG provides to the customer under the brand "yallo". The nature and scope of the contractual services are also governed by the provisions of the relevant contracts and the current specifications in brochures or on the yallo website www.yallo.ch ("contractual terms").

2. Services, prices

The rates in force at the time of concluding the contract and further specifications on the individual products and services shall apply as published on the yallo website.

3. Obligations of yallo

yallo provides the customer with a mobile connection. This mobile connection enables the customer to use mobile hardware for access to the yallo mobile network and its roaming partners domestically and abroad, in order to establish and receive voice and data connections. 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 is free to choose the technical means used to provide the agreed performance, unless agreed otherwise by contract. Examples of these technical means include infrastructure, platforms, transmission technologies and protocols as well as user interfaces. yallo is exempt from its obligation to perform in the case of force majeure. Force majeure is defined as any unforeseeable event or those events whose effect on performance of the contract is not within the sphere of control of either party to the contract. yallo is not obliged to monitor the consumption of services. If a customer incurs excessive usage charges, yallo is entitled to inform the customer accordingly, but is not obliged to do so.

4. Customer's obligations

The customer is required to use the yallo services in compliance with the contract and to pay for the services received within the specified period. When subscribing or registering, the customer is obliged to prove his or her identity by means of an official identity document, to keep yallo continuously informed of his or her current name and address, and to notify yallo of any changes in this respect without delay online or in writing. yallo is entitled to withhold the performance that it owes under the contract until such time as the customer has provided yallo with correct and complete data and has proved his or her identity. This shall not affect the obligation of the customer to pay for the services. The customer must follow all the security-related instructions recommended by yallo, in particular to safeguard hardware against unlawful access by third parties, to back up data regularly to prevent data loss and to store access data, passwords and PIN numbers carefully and not to pass them on to third parties. If access data, passwords, PIN numbers or a SIM card is/are lost, yallo must be notified immediately. Up to this point in time, the customer must in any event (e.g., use by third parties) pay for the services received through the connection in question.

5. Warranty for services

yallo promises the customer that it will render the services owed under the contract which are intended for common use by private and business customers with due care and diligence. yallo nevertheless does not guarantee the following: yallo makes every effort to ensure flawless quality in its services and networks. Network faults that are within the control of yallo shall be rectified as quickly as possible. The network coverage stated by yallo is nonbinding; yallo does not guarantee the following:

- uninterrupted or fault-free operation of its services
- full coverage by its network
- specific transmission times or capacities
- the integrity of the data transmitted or obtained through the yallo infrastructure or third-party networks
- content or services created by or accessible from third parties
- absolute protection of its network or third-party net-works against unauthorized access or interception
- protection against malware (harmful software), viruses, spamming, Trojans, phishing attacks, data and other criminal acts by third parties
- avoidance of any data loss due to network faults or repair of hardware
- security precautions on the infrastructure of yallo that are intended to prevent damage to hardware of the customer.

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 or other factors and may be lower than the stated maximum figures. yallo reserves the right to perform network maintenance work

that may result in business disruptions or slow-downs. An occurrence of any such event shall not be a good cause for extraordinary termination by the customer within the meaning of section 22.

6. Options

Options for mobile services include additional functions or benefits and are offered either free of charge or through a subscription or are billed on the basis of use-related charges. The availability of individual options depending on subscription, scope and the contractual term is shown on the yallo website and in the yallo rates overview. yallo does not guarantee the uninterrupted availability of options. yallo reserves the right to expand, limit or otherwise change options at any time. If a customer has signed up for such an option, these changes will be communicated in advance in a suitable form. Section 24 applies. The underlying contract is not affected by the limitation to or discontinuation of an option.

7. 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. Upon 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.

8. 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:

- In the case of flat rates, 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), 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.
- Call charges are usually calculated in minutes, while mobile Internet connections are calculated per 20 KB.
- SMS/MMS flat rates only apply to SMS/MMS messages that are sent within Switzerland.
- Calls from Switzerland to certain value-added services and special numbers abroad are blocked.
- 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.
- For mobile Internet connections, the data volumes included in the rate plan only apply to usage within Switzerland. Mobile Internet connections abroad will be charged according to the roaming rates of the foreign provider.
- A fee charged on a "per day" basis refers to the time of first use until midnight on the same day.
- Voice messages will be permanently deleted from the yallo mailbox after 8 days. yallo accepts no liability for information that is deleted or otherwise lost.
- The speed of mobile Internet may be decreased after a specific daily or monthly data volume has been used, according to the product description in the overview of rates.

9. Hardware

The customer is responsible for the proper functioning and compatibility of his or her hardware with the yallo infrastructure. If the hardware is defective, customers may file a claim under the 24-month manufacturer's warranty on the hardware of all brands sold by yallo. The warranty entitlement depends on the conditions of the particular manufacturer. In all other respects yallo does not provide any warranties, subject to the following repair guarantee. The customer is obliged to examine the hardware immediately after purchase and report any defects without delay. In case of a defect that the customer reported immediately, yallo or the manufacturer has the choice of repairing the hardware or replacing it with hardware of equal value. Changing the contract is excluded. The customer is required to back up the data stored on the hardware. Liability for lost data is excluded. A 3-month warranty applies to replaced or repaired hardware, 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 hardware, 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 hardware.

10. Third-party services

If a service or an additional service originates from a third-party provider (e.g. value-added services), the customer shall, unless agreed otherwise, conclude a contract with this third party, whereupon the latter's contract terms and conditions shall be decisive. The performance of yallo is limited to provision of the technical access to the other provider. Depending on the service, yallo may demand payment of the charges on the other provider's behalf and collect them. The customer may block overall access to telephone value-added services with collection by yallo or only access to adult services, unless Yallo enables a more precise distinction to be made between the services that can be blocked. yallo accepts no liability or warranty for providers of this type or for their services.

11. Terms of payment

Bills are prepared on the basis of technical records. If a minimum threshold is not met for a billing cycle, yallo shall be entitled to postpone the billing. Bills sent by mail shall be subject to a charge. The customer undertakes to pay the amount billed by the due date stated on the billing form. If no due date is given, a payment period of 30 days shall apply. yallo may charge the customer for the amounts owed for the use of value-added services or any performance by other third-party service providers, together with the bill from yallo. The provisions in sections 11 to 13 (except for disputed invoices for value-added services where the connection is blocked or the contract is terminated before resolution of the dispute) also apply if yallo collects fees on behalf of third parties. The customer must send any objections to a bill, stating the reasons therefor, to the invoicing party within 30 days. Otherwise, the bill is deemed to be accepted by the customer. The customer's claim for a refund resulting from overpayments shall be credited to the customer's billing account and offset against the next bill that becomes due. Upon termination of the contract, all outstanding amounts shall become due.

12. Deposit and credit limit

yallo may require a deposit or advance payment from its customers, or set a monthly credit limit, both on concluding the contract and during the term of the contract. It may do so when the contract is signed or if there is justified doubt regarding compliance with payment obligations, or if debt collection measures are known to have been taken against the customer. The deposit may be offset against all claims against the customer. Deposits may only be reclaimed after six months at the earliest, upon termination of the contract at the latest, if all claims of yallo have been settled.

13. Default

If the customer does not meet his or her payment obligation within the payment period or does not provide a justified objection, the customer shall be in default upon expiry of such period without further reminder and has to pay default interest of 6%. Default also occurs if a partial amount of the bill is disputed and the undisputed part is not paid, or if yallo has rejected the customer's objection as unfounded. Pursuant to section 16 or 22, yallo may then block the services and terminate the contract. yallo shall be entitled to a reminder charge of CHF 30 per reminder. The customer must compensate yallo for all the costs that yallo incurs as a result of the overdue payment, including the cost of collecting the debt.

14. Data protection

In the context of providing services for the customer, yallo may collect personal data itself, obtain such data from third parties, store, process and pass it on to third parties, while at all times observing the legislation in force regarding the protection of data. Personal data processed is made available and provided to yallo by the customer on a voluntary basis. Personal data may be used by yallo (or by third parties called in by yallo) as follows:

- to verify that the conditions for concluding a contract are met
- to fulfill contractual obligations in respect of the customer
- to foster and develop the customer relationship
- for address validation purposes
- to prevent unlawful use of services (in particular to prevent fraud when the contract is concluded and during the term of the contract)
- for billing purposes
- for collection purposes
- for assessments of credit rating and creditworthiness
- for advertising, designing and developing yallo products
- for publication in directories

If the customer draws benefits from third parties via the yallo network, yallo shall be permitted to pass on the data of the customer to the third party for further processing and to the same extent. The customer agrees furthermore that data for the preparation of data files regarding credit rating and creditworthiness, for address validation purposes and data in connection with indications of unlawful

use of services as defined in letter e) may be passed on to third parties and processed by third parties. Personal data may be disclosed abroad within the scope of the above provisions. Yallo may restrict the right to information under the data protection law to the right to inspection. Disclosure of information about communication-related "peripheral data" is excluded. This data is generated about services to which the customer subscribes and is subject to telecommunications secrecy, provided the data is not used as the basis for billing.

The customer may restrict or prohibit the use of his or her data for marketing purposes.

15. Abuse

Services may not be misused, i.e. used in a way that is unlawful or in breach of the contract. The following in particular are regarded as abuse:

- a) Unauthorized use of the services;
- b) reselling of services by the customer or third parties
- c) the use of services for the termination of calls on the Yallo mobile phone network by way of GSM gateways or similar facilities
- d) establishing continuous connections or connections that result in direct or indirect payments or other consideration by third parties to the customer
- e) forwarding of connections to short codes or value-added service numbers
- f) distributing mass advertising or malware (harmful software)
- g) connecting non-compliant hardware to the Yallo infrastructure
- h) unauthorized access or unauthorized use of data, systems and network elements
- i) an excessive utilization, that leads to a system- or network overload or that impairs the network availability for other users.

The resale of services to third parties may only occur upon the prior written consent of Yallo. Enterprises which are affiliated with a customer are also considered third parties within the meaning of this clause.

In case of excessive utilization Yallo can take appropriate direct measures to ensure a stable network.

The customer shall indemnify Yallo for third party claims that arise from an improper use of the services by the client. Should there be any abuse borne by the customer, Yallo is to be informed immediately.

16. Blocking

Yallo may block services without notice, in whole or in part, or restrict them to specific performance if i) there is an important reason pursuant to section 22, ii) the blocking is presumably in the customer's best interest, e.g., if the service is being misused by third parties, or if iii) there is reasonable doubt that the payment obligations are complied with until a deposit is made, pursuant to section 12. If the customer is responsible for causing the block, the customer is obligated to pay for services during the block as if they were receiving normal service and the customer may be charged CHF 50 for blocking as well as any costs for a replacement SIM card.

17. Liability

Yallo does not accept any liability for force majeure or loss/damages for which Yallo is not responsible or which occurred due to the blocking or termination of services. In all other cases Yallo shall, in the event of breach of contract, compensate any material damage and pecuniary losses caused by the culpable action of Yallo by per loss event up to the equivalent of the performance obtained under the relevant contract during the last contractual year, although not more than CHF 50,000. Liability for indirect/consequential losses and lost profit or data loss is excluded in any event.

18. Switching subscriptions

A switch to a subscription with a lower monthly fee before the end of the minimum contract term or contract validity period is only possible with adequate compensation (no. 23). A change to a subscription with a higher monthly fee is always possible free of charge.

19. Contractual term

The contract comes into force on the date the customer signs it, subject to a positive credit check or provision of the agreed deposit, unless a later date is specified in the contract. In the case of an order via the Internet, the contract shall start when the customer receives the corresponding confirmation of the contract by Yallo in writing or by e-mail. The agreement shall come into effect upon activation or use of the relevant service at the latest. Regardless of the contract start date, a minimum contract duration always begins when the service is activated.

20. Termination of the mobile phone contract

The contract may be terminated by telephone or in writing. If the customer purchases several services, the customer has to exactly specify the service that is to be terminated. The minimum contract period depends on the individual contract. Contracts with a minimum contract period can be terminated with 60 days' notice with earliest effect at the end of the minimum contract period. After the minimum contract period has elapsed, the contract can be terminated at any time with a notice period of 60 days. Contracts without a minimum contractual term can be cancelled any time with a notice period of 60 days. If a service is discontinued, Yallo shall be entitled to cancel contracts, regardless of any minimum contractual term, by giving 2 months' notice effective at the end of a month.

21. Termination of options

Unless otherwise specified in the specifications under

the respective option, a minimum duration of 1 month always applies to options. After the minimum duration has elapsed, the options can be cancelled with the notice periods given in the valid specifications for the relevant options. The termination of a service also covers all the options associated with the cancelled services. A termination of an option does not affect the service upon which it is based. If, however, a service that is linked to an option is cancelled and the minimum contract duration has not yet been reached, the customer owes the fees for the option until the expiration of the minimum contract duration. They are due immediately.

22. Termination for important reason

If important reasons exist, Yallo shall be entitled to terminate the corresponding contracts with the customer or all or individual services contained therein immediately without giving notice. An important reason exists in particular if a) the customer does not pay the required deposit within the specified period b) there are indications that the customer is using the services for purposes that are in breach of the contract c) a judicial authority orders Yallo, with legally binding effect, to discontinue providing the service to the customer d) the use of Yallo or third-party networks by the customer is impaired e) there is reason to believe that the customer made incorrect or incomplete disclosures when concluding the contract f) the customer is in repeated default of payment after having received several reminders g) predominant public interests require it h) there is any improper use within the meaning of section 15 Reactivation of a terminated contract has cost consequences for the customer. If important reasons exist, the customer shall reserve the right to cancel the corresponding contract with Yallo without prior notice. An important reason exists in particular if i) Yallo culpably commits a continuous, substantial violation of the contract and does not remediate said violation of the contract despite reasonable warning by the customer j) the network availability at the domicile, workplace or business headquarters of the customer is discontinued for more than 7 days (except for force majeure events) k) the client relocates and cannot use the service at his or her new domicile l) the customer is deceased

23. Early termination - cost consequences

A termination before the end of the minimum contract term or contract validity period by the customer is only possible with cost consequences. In such a case, the customer has to pay the monthly recurring subscription charges until the end of minimum contract term or contract validity period. These are due immediately. However, termination by a customer for important reasons is exempt from this.

The customer also has to pay the amount if the contractual relationship was terminated by Yallo for an important reason, for which the customer is responsible (no. 22). At the conversion of a service to a service with a lower monthly fee, Yallo can demand adequate compensation.

24. Amendment of contractual terms Yallo reserves the right to amend the contractual terms at any time if these amendments are justified by the legitimate interest of Yallo.

Any amendments shall be notified to the customer in a suitable form and with reasonable advance notice. The customer must accept amendments to the contract conditions for technical and operational reasons, insofar as such amendments are advantageous to the customer or cause a negligible reduction in performance, without affecting key provisions in the contractual relationship. Furthermore, amendments which are necessary as a result of statutory requirements (e.g., increase of the sales tax or copyright levies) or judicial orders shall be admissible. If, in other cases, Yallo changes pricing or services and the overall cost (price) for the customer is higher, or particular services are reduced significantly, the customer may terminate the contract or the relevant services without cost implications with effect from the date on which the change comes into effect, insofar as Yallo does not submit a substitute offer, as indicated below, to the client within 14 days after receipt of the cancellation for (i) the unchanged continuance of the previous contractual terms or (ii) the compensation by suitable means of the overall burden for the customer as a result of the change. If the customer does not terminate the contract by the end of the advance notice period, the amendments to the contract conditions shall be regarded as approved. The amendment or substitute offer then becomes an integral part of the contract. If the change affects an additional service or an option, the right of termination shall relate exclusively to the additional service or option.

25. Intellectual property rights

Any and all intellectual property rights associated with Yallo services or the provision or sale of hardware, in particular software, shall remain with Yallo or the respective holder of the rights. The customer receives a non-transferable, time-limited and non-exclusive right to use such rights in compliance with the contract. The customer is not entitled to any more extensive rights.

26. Other agreements

Yallo may at any time use third parties domestically and abroad for performing the contract. The customer waives his or her right to offset with respect to all claims against Yallo. Additional agreements, changes and supplements to the GTC, Special Provisions or other contractual documents must be in writing and signed in order to be valid. Handwritten changes are only valid if both parties acknowledge them by signing separately. The provisions of section 24 remain reserved. The customer is permitted to transfer rights and obligations arising from this contract to third parties only with the prior written consent of Yallo. Yallo is entitled to transfer the contract to third parties without the consent of the customer.

27. Blank media levies

The customer must retroactively pay any and all blank

media levies charged by Swiss collecting societies on hardware and any other copyright-related levies, provided a legally binding copyright tariff is in force.

28. Place of jurisdiction and applicable law

The contract is subject to Swiss law. The place of jurisdiction is Zurich. Mandatory places of jurisdiction under federal law remain reserved.

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