## **Update of General Conditions of Switzernet**

Switzernet 2007-07-10

The following points are being included in the General Conditions of Switzernet. The changes are valid from the date of publication.

- 1. The tariffs with free destinations are reserved for private use only
  - a. For commercial or lucrative activates the subscriber must use the rates reserved for companies which do not contain free destinations
  - b. Free destinations cannot be used for long phone calls not constituting an interactive conversation or a discussion between parties. The following list represents examples of practices which are interdicted when using free calls:
    - A permanently maintained active call cannot be used for remote monitoring such as baby sitting or anti-thief systems (you can not keep the line connected all the time for non dialog purposes; however remote baby sitting or anti-thief is allowed with dedicated phone system enabling automatic dial due to detection of a noise or another event)
    - ii. A permanently maintained active call cannot be used for hearing radio or TV
    - iii. Active call cannot be used as a leased line between two locations (e.g. between home and office) for possible eventual discussions
- 2. In case of doubts of an abuse, Switzernet reserves the rights to change the rates of the customer without prior advice or explications. In addition Switzernet reserves the right to change the rates retroactively. Switzernet can also cancel the contract before its expiration. In such case, customer must pay the monthly fees until expiration of the contract (in addition to eventual fees related to abuse).
- 3. The communication content and the correspondence between Switzernet and the customer (in any form, including electronic, emails, paper, vocal, etc) cannot go to the public domain (fully or partially) without a written agreement of Switzernet; customer is liable for all direct and indirect damages in case of such actions
- 4. In case of damages caused to a customer in scope of the service contract and in case of any decision requiring Switzernet to cover these damages, the corresponding sum (for covering the damages) cannot in any circumstances exceed the monthly subscription fees of the customer
- 5. Reselling of services are interdicted with any tariff of Switzernet (unless a Switzernet expressed its agreement in written)

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General conditions before this update: in French [ $\underline{pdf}$ ], [ $\underline{doc}$ ], in German [ $\underline{pdf}$ ]