



Switzernet • PSE-A • 1015-Lausanne

Hotline: 0900 000 085 Fax: 044-355-3061
(5 min. gratuites, puis 1,20 Frs/min)
<http://switzernet.com> info@switzernet.com

Terms & Conditions

These Terms and Conditions (“T&Cs”) apply for any services and products that Switzernet Sàrl (“Switzernet”) may provide. The term “client” applies to any person, physical or legal, that has signed a contract with Switzernet.

Scope of Terms and Conditions

The T&Cs apply to all services and products provided by Switzernet. In the case of differences with other contractual instruments, such as individual written contracts, description of services and products govern instead of the T&Cs. The currently applicable T&Cs are available on the switzernet.com website and a written copy is available on request from Switzernet.

Client Installation

Client is responsible for the acquisition, proper installation, upkeep, maintenance and proper compliance of necessary client software and necessary connections for the usage of Switzernet’s VoIP services, such as, but not limited to, internet access.

Client Obligations

Client has the obligation to provide Switzernet with its current contact information, such as name and address, and to inform Switzernet of any eventual changes either by e-mail, postal mail or fax. The client is responsible for any and all usage of their connections and of their password, as well as of the services provided, including those made by any third party.

The content of any communications between Switzernet and their clients may not be made public, either partially or in their entirety, in any form, including, but not limited to electronic means, e-mail, paper, voice, without written consent from Switzernet. The client will be held liable for any direct or indirect damages caused by its failure to comply with this provision.

Emergency Calls

For calls to emergency numbers, Switzernet use the customer’s address for transferring the call to the corresponding emergency call center.

In case of emergency call (112, 117, 118 ...) and a nomadic use of VoIP, meaning when the customer uses its Switzernet account from another location than the location communicated to Switzernet, it is recommended to use a more appropriate means of communication, such as landline or mobile phone for reaching the nearest emergency call center.



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Rates and Payment Terms

Current applicable rates are available online at switzernet.com as well as directly from Switzernet.

Conditional to and not limited by wholesale market change, the current applicable rates to all destinations, including contractual free destinations, are eligible subject to change without any further notice and are accessible on rates section on our website switzernet.com and directly from Switzernet.

Switzernet reserves the right to modify the rates at any moment. The client agrees to timely pay in full the amount billed by the given date on each corresponding bill.

Value added, shared cost, personal numbers, very specific small mobile companies with expensive rates, anything specific to the country making specific special ranges high in cost, which cannot be desolated are not covered by free mobile and landline plans for private usage.

Free calls for Private and Prepaid Package users concern standard landlines and popular mobiles.

The client may dispute a bill that contains a legitimately incorrect charge, in writing, until the due date of said bill. Past this due date, the bill is considered to be accepted by the client and the client waives any right to dispute said bill.

If the dispute only concerns part of the amount due, the client is required to timely pay by the due date the amount that is not disputed. When the amount to be billed is small, Switzernet may postpone billing. Unless there is a previous agreement regarding the payment due date, the client is required and obligated to pay the amount due after the due date without prior written notice and agrees to pay an interest penalty of 7% on any past due balances.

Switzernet is authorized to bill the reminder fees in the following manner:

- A first reminder fee of 5.00 CHF;
- A second reminder fee of 15.00 CHF, after the second reminder, previously free communications will be billed at 0.02 CHF per minute;
- A third reminder free of 25.00 CHF;
- A fourth reminder fee of 45.00 CHF, after which the line will be disconnected.

Switzernet reserves the right to charge additional fees. If Switzernet has doubts regarding client's ability to respect the contractual payment conditions, it may at any time demand guarantees from the client. If a bill is not duly paid by the due date, Switzernet is authorized to block any services and to bill the client at least 40.00 CHF to suspend and/or reconnect said services. At any time, Switzernet acting on good faith belief may suspend all services and immediately terminate the contracts with the client related to such services. Good faith belief includes, but is not limited to, a client's failure to provide the requested guarantees to Switzernet, abusive usage of the services, endangerment of Switzerland installations or of Switzernet partners and doubts about the solvency of the client. In case of suspension or termination, the client will be held responsible for all damages. In case of suspension or termination of the service, the client is still responsible for all the contractual handling fees incurred and Switzernet is released from all liability and responsibility.



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Abusive telephone usage

The client is under the obligation to respect the T&Cs, any other contractual obligations as well as any relevant laws during their usage of the services provided by Switzernet. Any abusive usage of the services, which results in any legal violation, in any jurisdiction, is prohibited.

All services provided free of charge are for private usage only. For commercial or for-profit usage, the client must use the fees reserved for companies that do not include any free services.

Free services may not be used to make long duration communications which do not contain conversations or discussions between two parties, such as the client and a third party. The list below includes some of the prohibited uses for free phone services:

A permanent connection may not be used to monitor a baby or as an antitheft alarm (a line may not be in use at all times, but you may use dedicated systems that make one phone call after having detected a particular sound or a suspicious event).

A phone connection may not be used to listen to the radio or television.

A permanent connection between two places, such as a home and an office, for use in possible future conversations.

In case of suspected abuse, Switzernet reserves the right to change the client's applicable fees without any notice or explanation. Switzernet reserves the right to change the fees retroactively.

Switzernet may also cancel a contract before the termination date. The client must still pay the totality of the monthly fees, as well as any additional fees due to abusive usage.

For wholesalers and call centers, the usage of all our account types and services is strictly prohibited. The reselling of Switzernet services without written consent from Switzernet is strictly prohibited.

Personal Data Protection and Privacy Policy

Switzernet will treat the personal data of the client with care and in accordance with the applicable laws regarding personal data protection.

In case of damages to a client falling within the scope of the contract and following a judicial decision making Switzernet liable, Switzernet may only be held liable for an amount not exceeding the total of the client's monthly fees.

Responsibilities of Switzernet

Switzernet commits itself to provide the client with the services stipulated by the contract, these T&Cs and any other contractual obligations. Switzernet is not responsible for any other services provided by third parties or accessible from third parties, or their content. Switzernet cannot guarantee any such services or their content, or assume any responsibility or obligation.

Warranty

Switzernet cannot guarantee the perfect and uninterrupted performance of internet telephony. Due to the fact that VoIP (voice over internet protocol) makes use of the internet, power or connectivity failures may lead to a temporary loss of VoIP services, such as packet loss or delays. Special numbers (0848, 0900, etc.) cannot be used with Switzernet's VoIP service. Switzernet reserves the right to modify at any time the T&Cs and any other contractual agreements. If a modification of the T&Cs is significantly adverse to the client, the client may terminate the contract from the date that the modified T&Cs come into force. This right is valid only until the date that the modified T&Cs come into force.



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Term and Termination of Contract

The present T&Cs also apply to any contractual negotiations between Switzernet and the client. In general, the contract comes into effect when Switzernet accepts a written service order. If the order is done by e-mail or fax, the contract comes into effect when the client receives a written, e-mailed or faxed confirmation from Switzernet informing them that they have entered into a contract. In all cases, the contract is accepted by using the services. Fixed-term contracts may be canceled by providing Switzernet with a two-month notice before the end of term. If a fixed-term contract is not duly canceled, it is tacitly renewed for one more year. A client with a fixed-term contract choosing to end their services before the end of contractual term must also respect the previously mentioned two-month notice. The client must also pay for any contractual handling fees as well as any other contractual fees. The parties involved reserve the right to terminate the contract for due reasons.

Modification of Terms and Conditions and Other Contractual Agreements

Switzernet reserves the right to modify at any time the T&Cs and any other contractual agreements. If a modification of the T&Cs is significantly adverse to the client, the client may terminate the contract from the date that the modified T&Cs come into force. This right is valid only until the date that the modified T&Cs come into force.

Other Contractual Terms

The client renounces any right of compensation for debts that the client may hold against Switzernet.

Any additional agreements, modifications or additions made to the contract, in particular to the T&Cs, including this paragraph, are not valid unless they are made in writing. The client may not assign any rights or duties under the present contract without the prior written consent of Switzernet. Switzernet may assign the contract without the agreement of the client.

Intellectual Property

Switzernet grants the client untransferable and non-exclusive rights to use the services and products provided by Switzernet during the duration of the contract in accordance to the present T&Cs and any other contractual terms. Switzernet remains the owner of all the intellectual property rights. If the client infringes on a third party's licensing rights and Switzernet is asked to reply to this infringement, the client must absolve Switzernet of any liability.

Jurisdiction and Choice of Law

The present contract is governed by Swiss material law, excluding the United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980. The exclusive jurisdiction for all proceedings related to the present contract is Lausanne, Switzerland excluding any imperative jurisdictions as indicated by Swiss Federal Law.

In case of contradictions between translations of the general conditions, the French version of this document will be the sole governing legal document between Switzernet and you.