

General Terms and Conditions for Galaxus Internet services

March 2025

Please note: Only the German-language original of these General Terms and Conditions for Galaxus Internet services are legally binding. The English, French and Italian translations are provided for information purposes only and have no legal validity. By accepting these General Terms and Conditions, you automatically accept the German original.

1 Scope, parties and components of the contract

These General Terms and Conditions («GTC») for Galaxus Internet services, alongside the corresponding order and additional contract components, form the contract between Digitec Galaxus AG, Pfingstweidstrasse 60b, 8005 Zurich, Switzerland («Galaxus Internet») and you («the customer») regarding the provision and use of Galaxus Internet's internet and associated services («services»). The following documents are integral parts of this contract in descending order of priority:

- Tariff overview/tariff details
- Service descriptions and further conditions
- These General Terms and Conditions

In addition, the general privacy notice of Digitec Galaxus AG and the privacy notice of Galaxus Internet apply. The contract components are available on abos.galaxus.ch and are valid in their current version. Galaxus Internet may also send the customer the contract components by e-mail. By concluding the contract, as in completing the registration/order, the customer confirms to have read and accepted all contract components and to have given correct details for themselves and any other users. Galaxus Internet holds the customer liable for the correctness of information and/or for damages resulting from incorrect or insufficient information. In any case, the contractual components shall apply from the first use of the services, but no later than 14 days after conclusion of the contract. If the customer raises objections against all or individual contractual conditions within this period, the contract shall be dissolved without compensation. The Galaxus Internet services include internet services resulting from the provision of an internet connection («connection»), including a router. The type and scope of the services are determined by these General Terms and Conditions and the other contract components.

2 Commencement, duration and termination

2.1 Commencement and duration

The contract comes into force upon activation of the respective connection and is concluded for an indefinite period. If stated, the minimum contract duration stipulated when the contract was concluded applies. The contract is concluded upon the customer's request and acceptance by Galaxus Internet. The registration/order is considered as the customer's request. Galaxus Internet shall decide

at its own discretion whether the customer's request has been accepted and whether the contract has been concluded with the customer. Prerequisite for the conclusion and formation of the contract between Galaxus Internet and the customer is, among other things, the customer's registration (incl. identification by means of an ID document). Galaxus Internet may reject the customer's request without giving reasons. Galaxus Internet may accept the customer's request by activating the connection.

The connection will not be activated until the customer has registered. If it turns out after completion of registration that the customer has provided incorrect or incomplete information or uploaded insufficient ID documents, Galaxus Internet may demand the correction or completion of information or ID documents, or deactivate or remove an existing connection. Individuals aged 18 and over residing in Switzerland or companies domiciled in Switzerland are entitled to conclude contracts.

Galaxus Internet also reserves the right to refuse the registration of multiple connections registered to the same person if misuse is suspected.

2.2 Plan change

Galaxus Internet may offer the customer a choice of different plans with different scopes of services and corresponding prices. The customer is entitled to switch to another plan type as long as these are offered by Galaxus Internet. The applicable deadlines for this are visible in the customer account.

The contract period is not affected by a change of plan type. The billing cycle begins on the date the plan is changed.

Entitlement to a change of plan may be restricted, especially, though not exclusively, in the event of late payment.

2.3 Early activation

If the connection is technically activated before the customer wishes to begin using it («preferred date»), the customer may begin using it early.

During the period between the technical provision of the connection («activation date») and the preferred date, the customer is not entitled to any Galaxus Internet services (point 3 Galaxus Internet services). Nevertheless, the customer is obliged to comply with their contractual obligations during this period (point 6 Customer obligations/services). The exception to this is the obligation to pay plan fees, which are waived during this period.

2.4 Termination

2.4.1 Termination of the contract or a connection

The customer may only terminate their contract in their customer account («customer account»), which is accessible via abos.galaxus.ch. Terminations by letter or e-mail will not be accepted.

If the customer uses more than one Galaxus Internet service, they must specify which service is to be terminated (e.g. a specific connection if several connections are in the customer's name). If the termination refers to the contract, all connections assigned to this contract, including all options assigned to these connections, are terminated at the same time. If the termination refers to a specific connection, all options assigned to this connection are terminated at the same time. On the other hand, the termination of an individual connection does not affect the existence of any further connections. The notice periods specified on abos.galaxus.ch at the time the contract was concluded apply. Termination without adherence to a specified notice period is only possible in exchange for payment of the monthly fees up to the regular termination date plus a processing fee. Deviating regulations in individual cases remain reserved.

2.4.2 Termination of options

Options may be terminated at any time subject to the notice period indicated in the customer account. If a minimum contract period is stipulated, options may only be terminated after this period has expired. However, the termination of an option has no impact on the existence of the connection it is assigned to. Subject to a termination by the customer for good cause, the termination of options by the customer prior to expiry of the minimum contract period is only possible with the consent of Galaxus Internet and is subject to cost consequences. The customer must make payment on all monthly recurring fees and paid services until the end of the minimum contract period (one-off payment). These fees are payable immediately. The customer must also pay the aforementioned fees if the option in question or the connection to which the option was assigned is terminated by Galaxus Internet for good cause for which the customer is responsible. If Galaxus Internet terminates the option or the connection for good cause for which the customer is not responsible, the customer will not be liable to pay any fees.

2.4.3 Termination for good cause

If there is good cause, Galaxus Internet has the right to terminate the contract, individual connections or individual options without notice and without compensation. Good cause will primarily exist if

- there are indications that the customer is using the services illegally, in breach of contract or improperly,
- a competent authority orders to cease making the services available to the customer,
- the networks of Galaxus Internet, the network provider, third parties or their use by the customer is impaired,
- there is reason to assume that the customer provided incorrect or incomplete information when concluding the contract or during registration,
- the customer defaults on payment
- overriding public interests require it.

The possible resumption of a terminated contract or connection has cost consequences for the customer in the form of fees, the amounts of which are published on abos.galaxus.ch.

If good cause exists, the customer has the right to terminate the contract, individual connections or individual options without notice. Good cause will primarily exist if

- Galaxus Internet culpably commits an ongoing serious breach of contract and does not remedy this within a reasonable period of time despite a warning by the customer,
- there is no broadband internet availability (completely unavailable or unavailable for an uninterrupted period of more than seven days) at the customer's installation address (except in case of force majeure),

- the customer moves and is unable to use the service at their new address
- the customer dies.

3 Galaxus Internet services

3.1 General

Galaxus Internet shall provide the customer with one or more connections through which the customer shall be able to use internet services. The Galaxus Internet service is guaranteed exclusively at the installation address defined by the customer upon conclusion of the contract. Services are provided with the involvement of a network operator («network partner») selected by Galaxus Internet. Galaxus Internet may consult additional third parties domestically or from abroad at any time in order to provide its services.

The scope of services provided by Galaxus Internet includes provision of a functional internet connection, including provision of a functional router device («router»). This applies if there is a functional broadband signal available for the technology requested by the customer at the customer's home address or business premises (optical termination outlet ready, «OTO-ready»). The functional installation of the router and the functional connection and use of the router with the customer's end devices is expressly the responsibility of the customer and not the responsibility of Galaxus Internet.

If an internet connection exists between the point of presence (POP) and technology selected by the customer at the residential address, but no broadband cable has been laid for the technology selected by the customer within the building (building entry point ready, «BEP-ready»), the responsibility for the provision of a functional broadband signal in the home or business premises lies expressly with the owner of the home or business premises and not with Galaxus Internet. However, with the express consent of the owner of the home or business premises, the customer may instruct Galaxus Internet to provide a functioning broadband signal in the home or business premises. The cost of this is borne by the owner. Galaxus Internet acts solely as an intermediary between the customer, the owner, the third-party service provider and the network partner.

In exceptional cases, setting up an internet connection may not be possible (e.g. due to lack of network coverage or lack of an existing building entry point) or it may be ineffectual (e.g. due to insufficient available bandwidth on a connection). In such cases, Galaxus Internet reserves the right to refuse to activate a connection. Galaxus Internet shall only be obliged to provide services once it has ascertained that all requirements have been fulfilled.

Further details on the scope of services and technical requirements are defined in the service descriptions.

3.2 Options

Options include additional functions for the connection, if available (e.g. fixed IP address, alternative router, etc.). Options are either provided free of charge, included in the plan price or billed separately (i.e. usage-based). The individual options available with each plan, their scope of services and contract duration are displayed on abos.galaxus.ch. The activated options per connection are listed in the customer account. Galaxus Internet does not guarantee the continuous availability of the options. In addition, Galaxus Internet reserves the right to extend, restrict, suspend or otherwise adapt the options at any time. If the customer makes use of the options in question, they shall be notified of such changes in a suitable manner (point 9.3). The restriction or suspension of an option has no influence on the existence of the contract or connection to which the option is assigned.

3.3 Family + Friends option

The Family + Friends option includes the possibility of integrating the connections of several customers into the customer account of one customer and managing them via this one account («Family + Friends customer account»). As a result, the associated customers generally benefit from savings credited to the customer account in question, if and to the extent applicable. The management of the connections that are included in the Family + Friends customer account («included connections») as well as the payment of the associated invoices is carried out by the holder of the Family + Friends customer account («main customer»). As soon as the owner of an included connection enters a payment method, split invoicing is activated and the associated customer must cover their own costs. Separate and independent contractual relationships exist between Galaxus Internet and the other customers whose connections are included in the Family + Friends customer account («associated customers»). Accordingly, if an existing connection is integrated into a Family + Friends customer account, no transfer of the respective contract to the main customer takes place and the respective associated customer remains the owner of their connection. When a Family + Friends customer account is expanded with the connection of a new customer, this new customer concludes a separate contract with Galaxus Internet and becomes the owner of the connection in question.

The associated customer acknowledges and accepts that the administration of their contract and connection may be carried out by the main customer (e.g. determination of router configurations, termination of the connection, etc.) and that the main customer has access to contract data as well as other data about the associated customer and their connection.

If the associated customer has a customer account with their own login, they can manage their connection themselves at the same time. The main customer and all associated customers acknowledge and accept that all associated customers can see information in the Family + Friends customer account related to the main customer and other associated customers (e.g. first name, initials and selected plan).

In particular, the main customer must pay all amounts invoiced (plan fees, fees for options and all other amounts invoiced as a result of the use of the services purchased from Galaxus Internet) in respect of all integrated connections. This obligation does not end in the event of a change of plan and its associated tariff. The main customer is discharged of the obligation to pay invoices of an associated customer as soon as the latter enters their own payment method. The obligation to pay the respective invoices of the associated customer then lies with the associated customer. If a connection is added to the Family + Friends customer account during the course of a calendar month, the main customer will be charged the entire plan fee and all other amounts incurred as a result of using the connection in question for the full calendar month. The payment of invoices by the main customer is made with discharging effect for the associated customers. Galaxus Internet shall, however, be entitled to assert its claims directly against the associated customers for their own respective services, e.g. in the event of payment gaps or non-payment. If an associated customer enters their own payment method mid-month, they will be invoiced for the full calendar month. Payment of invoices by the associated customer shall be made with discharging effect for the main customer.

In addition, Galaxus Internet is entitled to take appropriate measures for all connections included in a Family + Friends customer account (e.g. blocking of services or termination of connections) in the event of any illegal or non-contractual use of individual included connections or in the event of payment gaps or non-payment. However, this only relates to connections paid by the main customer.

3.4 Guarantee

Galaxus Internet guarantees the careful provision of the contractually agreed services. Above all, Galaxus Internet strives for a high availability of its services and networks. Network disruptions that are within the control of Galaxus Internet shall be rectified as quickly as possible. However, Galaxus Internet does not assume any guarantee or assurance of

- the uninterrupted, disruption-free functioning and safety of the infrastructure or its services and safety,
- continuous, area-wide availability of services,
- specific transmission times, speeds or capacities,
- a specific availability and quality of data traffic, in particular on third-party networks or with connections to third-party networks, as well as in regards to operation and support,
- the availability of individual broadband technologies and standards,
- the provision or maintenance of certain technical means (e.g. infrastructures, platforms, transmission technologies and protocols and user interfaces) and the provision or maintenance of services accessible through them,
- the integrity of data transmitted over or associated with the network partner or third-party networks,
- content or services created by or accessible for third parties,
- the protection of the network infrastructure against unauthorized access,
- the protection of the customer or their devices and data against harmful software, viruses, spam, Trojans, hackers, spyware, phishing or other criminal attacks by third parties,
- the prevention of data loss,
- safety provisions associated with the network partner's infrastructure designed to avoid damage to the customer's devices,
- provision of services to the same degree at a new location in the event that a customer moves.

In addition, Galaxus Internet does not assume any responsibility for

- content the customer has had transmitted or edited by Galaxus Internet or which the customer makes accessible to third parties,
- content that the customer receives via broadband networks,
- the accuracy, completeness, timeliness, legality and expediency, availability and timely delivery of information created by third parties, retrievable from third parties or made available via the services of Galaxus Internet.

Galaxus is free to choose the technical means used to provide the agreed services, unless agreed otherwise by contract. These technical means include, for example, infrastructures, platforms, transmission technologies and protocols and user interfaces.

3.5 Broadband network and maintenance

For legal, technical or factual reasons, existing broadband provision at a certain location may deteriorate or be completely suspended.

Galaxus Internet and/or the network partner reserve the right to temporarily restrict or interrupt services, e.g. due to maintenance and servicing work, the introduction of new technologies, the elimination of faults or due to capacity bottlenecks. The occurrence of such an event does not entitle the customer to extraordinary termination of the contract, an individual connection or options. Galaxus Internet, alongside the network partner, shall strive to correct faults that occur within its control within a reasonable period of time during operating hours. If the customer makes a claim against Galaxus Internet due to disruptions, the cause of which are not associated with the infrastructure of Galaxus Internet or the network partner, the associated costs may be charged to the customer.

3.6 Bandwidths, transmission speeds and technologies

The bandwidths specified by Galaxus Internet are non-binding. Galaxus Internet does not guarantee a minimum bandwidth. The stated transmission speeds constitute the best possible performance and cannot be guaranteed. Actual transmission speed depends, for example, on the connection, the distance to the nearest centraliser, the quality of the lines, the network load or other factors, and may therefore generally be lower than the specified maximum internet speed. Wi-Fi usability is also dependent on the prevailing conditions at the customer's location. Galaxus Internet or the network partner are entitled to discontinue older technologies and standards after receiving prior information. There is no entitlement to a particular technology or a particular standard.

3.7 Router

Hardware provided to the customer free of charge by Galaxus Internet, such as the router, remains the property of Galaxus Internet for the entire duration of the contract. Galaxus Internet reserves the right to provide routers that are as good as new, but not brand new. Routers are not the property of the customer and therefore may not be sold, pledged, bequeathed or in any other way transferred to third parties. The customer is responsible for the careful use of the router. Should the router have to be replaced due to improper use, loss or other fault on the part of the customer, the costs of activating a connection as per abos.galaxus.ch will be incurred. The router may not be used for any purpose other than the contractual purpose. In particular, opening the router and tampering with the software and/or hardware is prohibited. Galaxus Internet is entitled to access the router via the internet at any time for the purpose of configuration, maintenance or optimisation and/or expansion of its services and to view, change, update or delete existing technical data or software. Galaxus Internet assumes no liability for the loss of customer data. In particular, this applies if a loss has arisen as a result of the replacement of a defective router or faulty software or after remote maintenance has been carried out. At the end of the contract period, the customer is obliged to return the device undamaged to Galaxus Internet within 30 days. If the customer does not comply with this obligation, the customer must pay Galaxus Internet compensation for each device, regardless of its age. A written warning shall make this amount known.

3.8 Address elements

There is no entitlement to a particular allocation or retention of a specific static IP address or other address element. This may mean, for example, that remote access is not possible. Galaxus Internet shall provide the customer with an IP address and other address elements required for use. These are not the property of the customer and therefore may not be sold, pledged, bequeathed or otherwise transferred to third parties. Galaxus Internet may revoke or change the IP address or other address elements without compensation if this is required for official, operational, legal or technical reasons. Upon termination of the contract, connection or purchase of a relevant service, all address elements shall return to the ownership of Galaxus Internet without compensation. If the customer allows their connection to be used by other people (e.g. in a house- or flatshare), the customer's name, address and other information shall be disclosed to the relevant authorities if those authorities request it. If potentially criminal acts are committed using the connection provided, the customer may be prosecuted for complicity, aiding or abetting.

3.9 Blocking

Galaxus Internet may block or restrict services in whole or in part without prior notice if

- there is good cause (Section 2.4.3),
- the block or restriction is in the presumed interest of the customer, e.g. in the event of misuse by third parties,
- there are justified doubts as to compliance with the payment obligations pursuant to Section 5.3.

The customer will be informed of the block in an appropriate manner. The block or restriction may be maintained until the reason for the block or restriction ceases to apply. If the customer is responsible for the reason for the block or restriction, the obligation of the customer to pay for the affected services remains unaffected during the block or restriction. Furthermore, Galaxus Internet may charge the customer a fee for blocking or unblocking the service in question in accordance with the fees published on abos.galaxus.ch, as well as the costs for a possible replacement router, unless otherwise stipulated by telecommunications law.

3.10 Support

For support, FAQs and a contact form are available to the customer at abos.galaxus.ch. In addition, the customer can contact the Galaxus Internet customer support team with support requests during business hours. Galaxus Internet makes every effort to answer support requests as quickly as possible. However, it cannot guarantee specific response times.

4 Prices, tariffs and fees

The current prices, tariffs and fees published on abos.galaxus.ch apply. Service fees (e.g. fees for relocation, replacement routers, service technicians, etc.) may be changed without prior notice. Galaxus Internet may also announce prices, tariffs and fees immediately before the use of a certain service. The payment obligation usually begins with the activation of the respective service, e.g. with the activation of the connection. Unless otherwise stipulated in the contract, in particular in the tariff overview or the tariff details, the following further provisions shall apply:

- The following shall be charged in addition to the plan price of the connection: options as well as fees (e.g. activation costs, relocation costs, costs for a replacement router, etc.), unless expressly included in the scope of services of the selected plan.
- At the customer's request, Galaxus Internet shall provide the services of a service technician via a third-party partner for service components that are not the responsibility of Galaxus Internet (section 3.1 Galaxus Internet services – General), (Section 8 Third-party services and goods):
 - OTO-ready: costs arising from services provided by a service technician in connection with OTO-ready cases constitute third-party services, shall be borne by the customer in every case and shall be invoiced to the customer by Galaxus Internet. Galaxus Internet reserves the right to charge an additional fee for the provision and processing of such an order in addition to the fee for the technician's services.
 - BEP-ready: in BEP-ready cases (Section 3.1 Galaxus Internet services – General), the owner of the apartment or business premises shall in all cases bear responsibility for the payment of fees for the service technician's services (Section 8 Third-party services and goods). These third-party services are invoiced directly to the owner by the network partner or company providing the

service technician. The network partner or company providing the service technician may charge fees to the customer if the owner refuses to pay them (e.g. due to a lack of or insufficient prior agreement between the customer and the owner regarding this construction measure and the associated costs) or if the owner's billing address is unknown. Galaxus Internet reserves the right to charge an additional fee for the provision and processing of such a request.

- In the case of paid promotions or voucher campaigns that result in the reduction of a certain fee (e.g. plan price, prices for options, activation costs, etc.), no refund will be made if the fee in question is subsequently reduced.
- Discounts cannot be combined.

5 Invoicing and terms of payment

5.1 General

Invoices shall be based on the technical records of Galaxus Internet. Galaxus Internet may combine different invoices of the customer and invoice minor amounts together with a subsequent invoice. Open settlement units are billed as full units. Only services for which billing data exists are taken into account in billing. Receivables relating to subsequently provided services e.g. OTO-ready service technician services, may be claimed in future invoices. Galaxus Internet may invoice the customer for amounts owed for any services provided by third parties alongside the invoice for its own services. The provisions of this section 5 also apply when Galaxus Internet is responsible for invoicing and debt collection on behalf of third parties. Invoices are visible in the customer account.

Objections to an invoice must be sent by the customer to Galaxus Internet by e-mail within 30 days of receipt of the invoice, stating the reasons. If this is not done, the invoice shall be regarded as accepted by the customer. If the objections only concern a partial amount of the invoice, the customer shall pay the unobjected partial amount. Refund claims of the customer due to overpayments will be credited to the customer's invoice account and offset against the next invoice amount. Upon termination of the contract or termination of a connection, all outstanding claims and amounts shall become due and payable. If receivables are still outstanding at the time of contract termination or are only claimed by third parties at a later date (e.g. costs for service technology providers), these may still be claimed after termination of the contract.

5.2 Payment methods

The customer undertakes to pay the invoiced amount by valid credit card or by TWINT. No other forms of incoming payments will be accepted. Payment via TWINT is only permitted for private customers. The payment method is stored in the profile for recurring payments. Only credit card providers specified on abos.galaxus.ch will be accepted. Billing or charging of the credit card or TWINT is done automatically on a retroactive monthly basis.

5.3 Default

If the customer does not fulfil their payment obligations, in particular because the debit cannot be carried out properly due to restrictions on the credit card or TWINT on the part of the customer, the customer shall be in arrears immediately and without further ado. Default also occurs if the customer raises objections to a partial amount of the invoice but does not pay the partial unobjected amount.

Galaxus Internet reserves the right to charge default interest of 5%. In addition, the customer shall bear all costs incurred by Galaxus Internet as a result of default in payment. In particular, after an initial free payment reminder sent by SMS or e-mail, the customer will be charged a fee of CHF 30.– per additional payment reminder. Galaxus

Internet is entitled to engage a third party for debt collection at any time. The customer must pay minimum fees for this and pay these directly to the third party called in. In addition to the minimum fees, the customer must pay individual expenses and disbursements necessary for debt collection to the third party involved. If the customer is in default of payments, Galaxus Internet may, as far as legally permissible, interrupt the provision of services with regard to individual or all services, take further measures to mitigate damages and/or terminate the contract without notice or compensation.

5.4 Extraordinary usage behaviour

Galaxus Internet is not obliged to monitor the usage behaviour of the customer. If misuse is suspected or if the customer's willingness or ability to pay is in doubt, Galaxus Internet may immediately block all or individual services or demand collateral from the customer (e.g. in the form of an advance payment).

6 Customer obligations/services

6.1 Payment

The customer is obliged to pay for the purchased services in due time.

6.2 Installation and uninstallation

The customer is responsible for installing and uninstalling the router provided free of charge by Galaxus Internet (Section 3.8 Router) and for connecting it to their end devices. Galaxus Internet provides customer service support exclusively for the router provided by Galaxus Internet.

6.3 Relocation

The customer may change their installation address via the relevant function in their customer account. Galaxus Internet does not guarantee that the same services will be available at the newly requested installation address. It will make available services known to the customer. As the activation of a new or existing service incurs costs for Galaxus Internet (e.g. activation fees for network partners and/or replacement routers), the customer will be charged activation fees. Activation fee amounts are displayed on abos.galaxus.ch.

6.4 Legal and contractual use and misuse

For private customers, Galaxus Internet services are intended exclusively for typical, average, personal use. For business customers, Galaxus Internet services are exclusively intended for typical, average, commercial use. This refers to the typical use of the connection with end devices for data connections.

The customer is responsible for the legal and contractual use of the services. Furthermore, the services may not be used improperly, i.e. in a manner contrary to the contract or the law. The following in particular are deemed to be contrary to the law or contract and/or deemed as misuse:

- misuse or use that is not in accordance with the services' intended purpose,
- harassment or disturbance of third parties, in particular the obstruction of third parties in the use of telecommunications services,
- hacking (e.g. intrusion attempts into the infrastructure of third parties), spying on other users or their data and fraudulent attacks (e.g. phishing),
- transmission or disclosure of illegal or immoral content,
- transfer of the services, either for remuneration or otherwise,
- the provision of internet access in the form of publicly accessible internet use for third parties,
- provision of services such as website hosting and other services (VPN, download portal, etc.),
- distribution of unfair mass advertising (spam),

- distribution of harmful software (e.g. viruses, Trojans, etc.),
- connection of incompatible devices to the infrastructure of the network partner, or connection of devices which could damage the network infrastructure,
- unauthorised access or use of data, systems and network elements,
- excessive use that leads or may lead to system or network overload.

If Galaxus Internet provides evidence or if there are indications that the use of the services by the customer deviates considerably from typical personal or business use or if the customer (or people under their responsibility) uses the services in a way that is contrary to the law or the contract or misuses them, Galaxus Internet is entitled to encourage the customer to use the services in accordance with the law or the contract, to change the services without prior notice without compensation (e.g. conversion into another plan), to block or restrict the services (e.g. by means of limits), to terminate the contract or relevant connection without notice or compensation, take other appropriate measures and, if necessary, to demand compensation and indemnification against third-party claims. The same applies in the event of incorrect or incomplete information provided by the customer during contract conclusion or during their registration/order. If there are signs of illegal use, non-contractual use or misuse, the customer is obliged to provide Galaxus Internet with information about their usage. Furthermore, the customer must notify Galaxus Internet immediately via the contact methods indicated on abos.galaxus.ch in the event of an established or imminent misuse of the services (including misuse at the expense of the customer).

6.5 Responsibility for content

The customer is responsible for the content of data they have had Galaxus Internet transmit, or content they have made accessible to third parties.

6.6 Responsibility for use of connections

The customer is responsible for all use of the connections, including use by third parties.

In particular, the customer must pay all amounts invoiced as a result of the use of services purchased from Galaxus Internet. This also applies to services or goods from third parties, which were purchased or ordered in relation to the customer's connections (e.g. services provided by a service technician).

The customer has the option of purchasing several Galaxus Internet connections. As the holder of the contract and the connection, the customer bears full responsibility at all times for the collection of the personal data of all persons who use the connections in the holder's customer account, as well as for the payment of all invoices resulting from the use of these connections. In the event of any illegal use, non-contractual use or misuse of individual connections or in the event of payment gaps or non-payment, Galaxus Internet is entitled to take appropriate measures for all connections assigned to the customer.

If the customer provides connections or other services purchased from Galaxus Internet to minors for use, they are responsible for compliance with the relevant provisions for the protection of minors.

6.7 Devices of the customer

Receipt of services from the router requires the use of suitable and compatible end devices by the customer for their home network (e.g. desktop, notebook, smartphone, tablet, etc.). The customer is responsible for the purchase, installation, functionality and legal conformity of these devices. Galaxus Internet does not grant the custo-

mer any investment protection. The customer acknowledges that Galaxus Internet is entitled to undertake technical analyses of their home network as relates to deficiencies in connection quality or speed and to make appropriate recommendations to the customer.

6.8 Security instructions, passwords, etc.

The customer must follow the security instructions provided or published by Galaxus Internet. In particular, the customer must regularly secure data, carefully store access data (login) and not pass this data on to unauthorised third parties.

The customer must protect their devices and data against unauthorised access by third parties. They must take state-of-the-art measures to prevent their devices from being used for the distribution of illegal or otherwise harmful content, in particular unfair mass advertising (spam), fraudulent messages (phishing e-mails/SMS) and harmful software (viruses, Trojans, etc.).

6.9 Customer information

The customer must enter their personal details correctly during the registration or order.

The customer is obliged to keep their contract details, invoice information, e-mail address and details relating to people using associated connections up to date at all times in their customer account.

The e-mail address given by the customer and stored in the customer account is the primary delivery address of the customer. Accordingly, Galaxus Internet shall typically send contract-specific information (e.g. invoices, reminders, changes to services and/or contract conditions, operational information such as maintenance work, etc.) to this e-mail address or makes this information available to the customer in another suitable manner (e.g. in the customer account). Information communicated or made available in this way shall legally be considered delivered. Galaxus Internet is entitled to withhold its services until the customer has entered their data correctly and completely and has proven their identity. The customer's obligation to pay for the services remains unaffected.

7 Liability of Galaxus Internet

In the event of breaches of contract, Galaxus Internet is liable, unless it can prove that it is not at fault, for proven direct material damage and financial loss per claim up to the equivalent of the services purchased during the last contract year for the affected connection, up to a maximum of CHF 50,000.–. Liability for indirect or consequential damage, in particular loss of profit and loss of data, is excluded to the extent permitted by law. Furthermore, Galaxus Internet is not liable for damages resulting from illegal, non-contractual or improper use of its services by the customer (or people under their responsibility).

Galaxus Internet assumes no liability in cases of force majeure or for damages for which Galaxus Internet, the network partner or associated third parties involved in the fulfilment of the contract are not responsible or which are caused by the blockage or termination of Galaxus Internet services. Force majeure includes all unforeseeable events and events for which neither party is responsible, including power outages and the occurrence of harmful software (e.g. viruses). In cases of force majeure, Galaxus Internet is also released from its obligation to provide services.

8 Third-party services and goods

If the customer uses their connection to purchase services or goods from third parties e.g. service technician services («third-party services»), the customer concludes the contract for such services or

goods with the third party in question, unless otherwise agreed, and the terms and conditions of the contract apply. In this regard, Galaxus Internet is not the customer's contractual partner, neither with regard to the services purchased nor with regard to payment, does not assume any liability or warranty for the services and cannot be held liable for them nor provide any information. In such cases, Galaxus Internet's services are limited to providing access to the third party and third-party services concerned.

Galaxus Internet may, however – depending on the configuration of the respective product – take over the billing of the third-party services for the third party concerned, i.e. collect the corresponding remuneration or fees (e.g. on its invoice) and carry out debt collection.

9 Further provisions

9.1 Intellectual property

For the duration of the contract, the customer receives the non-transferable, time-limited and non-exclusive right to use the agreed services of Galaxus Internet in accordance with the contract. The content and scope of this right are set out in the contract. The customer is not entitled to any further rights. All rights to existing intellectual property or intellectual property arising from the provision of Galaxus Internet products and services shall remain with Galaxus Internet or the respective authorised third party. If the customer violates intellectual property rights of third parties and Galaxus Internet is held liable, the customer must indemnify Galaxus Internet in full.

9.2 Transfer

The transfer of the contract or of rights or obligations from the contract by the customer requires the written consent of Galaxus Internet. Galaxus Internet is entitled to accept a change of party where the parties give their consent via the contact form on help-center.abos.galaxus.ch. Galaxus Internet is entitled to transfer the contract or rights and obligations arising from it (including receivables) to third parties without the consent of the customer.

9.3 Further provisions

Galaxus Internet reserves the right to change the services and/or contract terms (including prices, tariffs and fees as well as these GTC) at any time or to discontinue individual services. The customer will be informed of any changes in a suitable manner (e.g. via e-mail, in the customer account, via invoice or on abos.galaxus.ch). Galaxus Internet will notify the customer of changes which are associated with a considerable disadvantage for the customer (e.g. a considerably higher price for the connection, or the suspension or significant restriction of a service) in advance and in a timely manner. In this case, the customer may terminate the contract at the time the change takes effect without incurring any costs. If the change relates to a specific service (e.g. an option), the right of termination refers exclusively to this service. If the customer fails to terminate the contract, the changes shall be considered accepted. Price adjustments resulting from a change in legal requirements (e.g. an increase in the VAT rate) and price adjustments made by third parties (e.g. value-added services) do not entitle customers to terminate the contract. Galaxus Internet may submit one of the following replacement offers to the customer after receipt of the termination notice:

- the full or partial continuation of the existing contractual conditions or
- compensation of the additional costs incurred by the customer as a result of the change by appropriate means.

If Galaxus Internet lowers prices, it may simultaneously adjust any discounts granted.

Any changes requested by the customer or customer-specific collateral agreements, changes or supplements require the written consent of Galaxus Internet.

9.4 Settlement

The customer waives their right to set-off with respect to all claims against Galaxus Internet.

10 Applicable law and place of jurisdiction

The contract shall be governed by the laws of Switzerland. **Place of jurisdiction is Zurich.** Mandatory places of jurisdiction (e.g. in the case of consumers the place of jurisdiction at their domicile in accordance with Art. 32 ZPO) remain reserved.