

1 Scope

These Terms of Use govern the use of the Mobility Insights Self Service ("MISS") platform available at <http://mip.swisscom.ch>. MISS is provided by Swisscom (Switzerland) Ltd, with registered office at Alte Tiefenastrasse 6, 3050 Bern ("Swisscom") for its use by Customer as well as Customer's authorized employees, agents, consultants (collectively, "Authorized Users") as set forth in these Terms of Use.

MISS is provided both for commercial or professional use by business Customers headquartered in Switzerland or in the European Union (EU) and for non-commercial use by private individuals domiciled in Switzerland (collectively, "Customer"). Access to and use of MISS by business Customers outside of Switzerland and the EU or private individuals outside of Switzerland are prohibited.

Therefore, the Customer or the Authorized User (who is going through the registration process as the Customer's representative) represents and warrants

- to have full authority to establish a binding contractual relationship between Swisscom and Customer, and
- that the Customer is either a business Customer headquartered in Switzerland or the EU (for commercial or professional use) or a private individual domiciled in Switzerland (for non-commercial use).

2 Purpose and use of MISS

Swisscom wants to contribute to the promotion of innovation and development in Switzerland and provides anonymised mobility data, derived from Swisscom SIM cards used within Swisscom's mobile network in Switzerland ("Insights").

All rights to the Insights are and remain the property of Swisscom or the respective third party.

Upon subscription to MISS and payment of the fees applicable to the Insights ordered, the Customer receives a limited right to use the Insights only for

- a) the Customer's internal research and analysis purposes and/or
- b) products and/or services derived or developed by the Customer out of or based on use of the Insights.

The Customer may not sell, transfer or otherwise provide the Insights, in whole or in part, in any form to third parties, without Swisscom's prior written permission.

Should the Customer be interested in any further data, the Customer may contact Swisscom at the addresses mentioned in section 13. The nature and scope of the further data and the Terms of Use shall be governed by a separate contract concluded with Swisscom.

3 Fees and taxes

The fees for the Insights are published on MISS or specified in a tailor-made offer to the Customer. All fees are payable within 30 days after ordering the Insights.

Unless otherwise declared by Swisscom, all prices are non-refundable and exclusive of any taxes, duties and charges. If taxes, duties or charges are included in the prices, Swisscom may adjust the prices accordingly at the time of a change in such taxes, duties or charges without Customer having a special right of termination.

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If any taxes, duties and/or charges, including but not limited to withholding taxes and/or deductions, are levied by or on behalf of foreign governmental authorities on transactions under the contracts, they shall be borne by Customer unless Customer provides evidence of a corresponding exemption. If any such tax or duty must be withheld or deducted from any payment made under this Contract by Customer, Customer shall increase the payment by this additional amount so that, after the withholding or deduction of this amount, Swisscom shall receive the amount that it would have been paid without such withholding tax or deduction. If additional taxes, duties or fees arise in relation to the provision of services abroad (e.g. due to the deployment of employees or other auxiliary persons of Swisscom at Customer locations outside Switzerland), these must also be paid by Customer. Swisscom shall inform Customer of this in advance and shall endeavour to avoid/minimise them accordingly. Customer shall inform Swisscom in advance of any relevant tax changes in relation to its foreign locations that are covered by the scope of services. Swisscom shall be entitled to adjust its prices and services accordingly.

4 Responsibility of the Customer

The Customer is responsible at its own cost for procuring and operating the technological equipment required to use MISS and the Insights.

The Customer is responsible for maintaining the confidentiality of its access credentials to access MISS. It is prohibited to disclose the access credentials to any third party.

The Customer shall not manipulate MISS or use it in such a manner that impairs or damages Swisscom's technical infrastructure or undermines its security or integrity.

If any Insights are used, the Customer must in any case cite MISS and Swisscom along with the URL <http://mip.swisscom.ch> as the source.

In the event of a breach of these Terms of Use or laws, Swisscom is entitled to temporarily or permanently block the Customer access to MISS. For the duration of any blockage, the Customer is prohibited from registering again on MISS or requesting or inducing a third party to register.

Use of MISS and the Insights shall occur under the sole responsibility of the Customer. In particular, the Customer bears sole responsibility for the results, Insights, interpretations, knowledge, consequences, inferences, forms of use, products and services derived or developed by the Customer out of or based on use of the Insights.

5 Exclusion of warranty

Insofar as permissible by law, Swisscom excludes any warranty regarding MISS and the Insights. In particular, Swisscom does not warrant uninterrupted access to MISS or its operation without error or that the Insights are accurate, up to date, correct, complete or reliable.

6 Data Protection

As it is Swisscom's aim to improve MISS and services and offers of Swisscom continuously, Swisscom will record and analyse behaviour, preferences, search habits, interests, feedback and similar information regarding the use of MISS.

Swisscom also collects, stores and processes data that are required for performing the services and administering and managing the Customer relationship, in particular for warranting a high quality of service, ensuring the security of operations and infrastructure, and for invoicing

(such as names, address, invoice information, the e-mail address and mobile phone number of the Customers and/or Authorized Users). Data storage shall take place in Switzerland.

The Customer agrees that Swisscom

- may engage third parties, in particular sub-contractors, and share Customer data with such third parties
- may disclose its data to third parties for debt collection purposes.
- may process its data for marketing purposes, in particular for tailor-made design and development of its services and for tailor-made offers, and that its data may be processed for the same purposes within the Swisscom Group. The Customer may restrict or prohibit the use of its data for marketing purposes.

In addition, the [Online Privacy Statement of Swisscom](#) shall be applicable to the use of MISS.

7 Intellectual Property

All rights to intellectual property existing or arising at the time of performance of the agreement (copyrights, patent rights, know-how, etc.) relating to services of Swisscom shall be retained by Swisscom or the third party holding the same. Neither is restricted in otherwise exploiting or using this intellectual property, nor is either under any duty to Customer in respect of the same. Customer acknowledges the legal validity of the intellectual property rights of Swisscom and of any third parties regarding MISS and shall take no actions that might impair the value of the same. Customer shall take all actions within its means to prevent any unauthorised use.

Swisscom warrants that MISS does not infringe any proprietary rights held by third parties in Switzerland (hereinafter "proprietary rights"). If a third party attempts to prevent Customer from using MISS according to these Terms of Use based on allegedly superior proprietary rights, Customer shall notify Swisscom thereof in writing within five (5) calendar days. Subject to timely notification of Swisscom and reasonable support by Customer, Swisscom shall, at its own discretion, either modify its services so that they do not infringe proprietary rights, however, fulfilling all material requirements of Customer, or provide Customer with a licence from the third party at Swisscom's own expense, or contest the third party claim. If the third party files a claim against Customer, Customer shall transfer to Swisscom exclusive control regarding the conduct of the case as far as possible by the applicable law and take all actions necessary for this purpose. Subject hereto, Swisscom shall assume the costs of conducting the case (including reasonable attorney's fees) and compensate Customer, subject to the limitation of liability specified in section 8, for any direct damages resulting from a final court ruling against Customer. Customer forfeits its claims under this warranty of title if it withdraws control regarding the conduct of the case from Swisscom (if granted before) or fails to transfer such control to Swisscom, particularly if Customer, without Swisscom's express consent, deals with third party claims by means of settlement or recognition, whether in whole or in part. Swisscom shall not withhold such consent without good cause.

8 Liability

Swisscom's liability for loss or damage resulting from slight and moderate negligence is excluded. Swisscom's liability for consequential losses, lost profits, data losses and losses resulting from downloads shall be excluded in all cases to the extent legally permissible. Nor shall

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Swisscom be liable for any damages resulting from any unlawful or non-contractual use of its services.

Notably, Swisscom excludes any liability for damages and losses arising as a result of the use of the Insights, including in particular on the grounds that they are inaccurate, out of date, incorrect, incomplete or unreliable, or of the use of MISS or as a result of disruptions of, changes to or the discontinuation of MISS, as far as permitted by law.

Customer's liability for any damages and losses arising as a result of a use of the Insights that is prohibited by the present Terms of Use (see section 2) is unlimited.

This provision applies to the limitation of liability for contractual and non-contractual claims.

9 Alterations to and discontinuation of MISS

Swisscom reserves the right to alter, delete or refrain from further publication of the Insights provided at any time or to temporarily discontinue or permanently halt the operation of MISS.

These Terms of Use may be altered, amended or supplemented by Swisscom at any time. Any new Terms of Use will be published on MISS and communicated to the Customer by e-mail. If the Customer disagrees with these new Terms of Use, the Customer may terminate his/her/its contractual relationship with Swisscom by deactivating his/her/its account. If the Customer continues to use MISS, this will be deemed acceptance of the new Terms of Use.

10 Term and Termination

MISS remains in force for an indefinite term and may be terminated by either party at any time by e-mail subject to a notice period of 1 month.

11 Assignment

The rights and obligations under these Terms of Use shall not be assigned or transferred to third parties except with the written consent of the other Party. However, Swisscom may assign and transfer the rights and obligations to another member company of the Swisscom Group domiciled in Switzerland, thus discharging its obligations.

12 Applicable law and jurisdiction

The contractual relationship between the Customer and Swisscom is governed exclusively by Swiss law, waiving the conflict rules of international private law and the United Nations Convention on contracts for the International Sale of Goods of 11 April 1980. The sole place of jurisdiction is Bern, unless required otherwise by law.

13 Contact

Should the Customer have any questions or suggestions concerning MISS, the Insights or these Terms of Use, the Customer may contact Swisscom by email at the following address: insights.info@swisscom.com.