



TELEBOY

SPECIAL TERMS OF USE FOR "MOBILE" SERVICES

1. SUBJECT MATTER OF THE CONTRACT

Under the term "Mobile", Teleboy offers services in the fields of mobile telephony and mobile Internet. These Special Terms of Use apply to all mobile services offered by Teleboy that are obtained via mobile communication networks (such as voice, SMS, messaging, Internet and data services).

Teleboy provides the User (definition see GTA) with a mobile connection. Via this mobile connection, the User can use the mobile network of Teleboy's contractual partners by means of a mobile device. Teleboy is entitled to change its contractual partner for the provision of the mobile network at any time and without the consent of the User. In particular, this does not entitle the User to prematurely terminate the subscription with Teleboy.

The type and scope of the contractual services are further defined in the General Terms and Conditions (GTC) and the mobile communications contract. In the event of contradictions, the Special Terms of Use shall take precedence over the GTC.

By using the relevant services, the user is deemed to have accepted these Special Terms and Conditions.

2. MOBILE NETWORK AND SERVICES

Continuous and area-wide availability of the services in Switzerland and abroad cannot be guaranteed, as this may also be influenced by factors outside the control of Teleboy. Gaps in radio coverage can also occur in well-served areas.

With regard to data traffic via the mobile communication network, Teleboy does not guarantee any minimum availability. The specified network bandwidths and transmission speeds are best possible performances and cannot be guaranteed. The actual Internet speed depends, for example, on network coverage, network utilization, network quality and network expansion or other factors and may be lower than the maximum data indicated.

3. PHONE NUMBER AND SIM CARD

The User has no right to keep an assigned phone number or to pass it on to third parties. If required by legal, official, operational or technical reasons, Teleboy may withdraw or change assigned phone numbers. There is no entitlement to compensation.

After termination of the contract, the phone number reverts to Teleboy subject to number porting.

The caller's number is usually displayed to the called party. Teleboy can arrange for temporary or permanent phone number suppression upon request. However, this cannot be guaranteed for technical reasons, especially not for SMS, calls from or to foreign networks or emergency numbers.

Replacement SIM cards or the change to another card format are generally subject to a charge. Temporary SIM cards will be deactivated after number porting has been completed.

4. GENERAL RATE DETAILS

The prices and conditions published at the time the contract is concluded shall apply. Service charges and usage-dependent prices (e.g. minute, data transfer and roaming prices) may be

changed without prior information. Claims concerning subsequently supplied data (e.g. for roaming) will appear on the next invoices as soon as the data is available for billing.

Unless otherwise stipulated in the mobile communications contract or in the rate overview, the following provisions shall apply:

- a) In the case of flat rates, the following will be charged in addition to the basic fee: Connections abroad, connections from abroad, connections to special numbers (e.g. 084x, 090x, 18xx), connections to value-added services, charges for options. These items are only included in flat rates if this is explicitly mentioned in the corresponding tariff.
- b) Phone calls are generally billed to the second, mobile Internet connections to the kilobyte. The first 30 seconds of outgoing phone calls are excluded. The final amount may be rounded up to the next 10 centimes.
- c) SMS/MMS flat rates only apply to SMS/MMS sent within Switzerland.
- d) A data quota, inclusive credit or a certain recording capacity not used for a certain period will expire and will not be carried over to the following period.
- e) Calls from Switzerland to certain value-added services or special numbers abroad are blocked.
- f) For mobile Internet connections, the "inclusive data volume (MB/GB)" only applies to use in Switzerland. Mobile Internet connections abroad will be charged according to the roaming tariffs.
- g) A fee charged per day refers to the time of the first use until midnight of the same day.
- h) Voice messages (voicemail) can be irrevocably deleted after 8 days. Teleboy assumes no liability for deleted or otherwise lost information.
- i) Subscriptions with unlimited roaming are intended for personal use in Switzerland and may not be used for a longer period of time mainly or exclusively abroad or be transferred for use to users abroad.

5. DEVICES

The User is responsible for the functionality and compatibility of his device with Teleboy's mobile services.

6. USE AND THROTTLING OF THE MOBILE INTERNET

The intended use of Teleboy's mobile services includes the mobile use of smartphones, tablets, laptops, smartwatches and other mobile devices. The hotspot functions of mobile devices are intended for personal mobile connectivity.

Unless individual products are expressly intended to do so, mobile services are not intended to replace fixed-line Internet (applies, for example, to stationary use of a SIM card in a router or hotspot device).

Any use that does not comply with these provisions is an abusive use. In such cases, Teleboy reserves the right to discontinue or restrict the provision of services or to take another appropriate measure (see also section 4.3 GTC).

Unusual and excessive use of unlimited services (data, SMS and voice applications) over a longer period of time is prohibited and may lead to capacity problems in the mobile network.

Teleboy therefore reserves the right to temporarily deprioritize 4G, 4G+ and 5G data traffic in case of unusual and excessive usage.

Zurich, October 2021