LGNET
INTERNET. TV. PHONE.

Your contract

Contracting party

First name	_____	Surname	_____
Street, No.	_____	Postcode, town	_____
Date of birth	_____	Nationality	_____
Type of identification	_____	ID no.	_____
Email	_____	Mobile number	_____
OTO ID	_____		

Offer

Contract start date _____

Internet CHF _____

Speed: ☐100 ☐200 ☐500 ☐1,000 ☐10,000
Free Wi-Fi router rental

TV Free 1 x TV box loan requested ☐yes ☐no CHF _____

☐ **Classic** - CHF 9.95
Over 245 channels, including 190 in HD, free set-top box on loan, WebTV and MobileTV

☐ **Premium** - CHF 19.95
Over 245 channels, including 190 in HD, free set-top box on loan, WebTV and MobileTV,
Up to 500 recordings, 7 days replay, with replay advertising*

☐ **Top** - CHF 24.95
Over 245 channels, including 190 in HD, free set-top box rental, WebTV and MobileTV,
Up to 500 recordings, 7 days of replay, no replay advertising*, skip adverts*

☐ **Additional TV box** - CHF 9.95

TV language packages CHF _____

☐ Bosnian - CHF 14.95 ☐ Turkish - CHF 14.95 ☐ Croatian - CHF 6.95
☐ Polish - CHF 14.95 ☐ Serbian - CHF 25.95 ☐ Russian - CHF 19.95
☐ Family HD package – CHF 25.95

Landline telephony (1 telephone number included) CHF _____

☐ **Classic** – CHF 6.95 (You only pay for what you actually use.)

☐ **Premium** - CHF 15.95 (**600-minute** flat rate for calls to Swiss **landlines and mobile networks**)

☐ **Top** – CHF 19.95 (**1,200-minute** flat rate for calls to Swiss **landlines and mobile networks**)

☐ **Porting** _____ ☐ **New number**

IP addresses CHF

☐ 1 number - CHF 9.95 ☐ 4 numbers - CHF 19.95 ☐ 8 numbers - CHF 29.95 ☐ 16 numbers - CHF 45.95

Contract term

☐ 2 years (one-time activation fee of CHF 95) ☐ 3 years (activation free of charge)

Invoice delivery CHF _____

☐ Email (free of charge) ☐ Postage – CHF 3.95 ☐ Direct debit via credit card (free of charge)

Total monthly **CHF** _____

☐ Option: Installation service available for CHF 199.

Comments:

I agree to the General Terms and Conditions and confirm that I will pay all costs for the use of the services covered by this contrac t. The penal ty fee for ea rly termination of the co ntract is a maximum of CHF 2,160, or a minimum of the remaining term of the contract x the monthly f ee. This contract shall enter into force at the time of its electronic creation, subject to the availability of the service at the connection address and a positive credit check. This contract is concluded for an indefinite period, with a minimum contract term of 24/36 months from the date of activation of the services. For door-to-door sales and contracts concluded by telephone, I have a 14-day right of withdrawal. Contracts can then be terminated with 60 days' notice to the end of the calendar month.

Signature

Place, date

For the sake of clarity, we have decided not to use both masculine and feminine forms in our texts. All references to persons apply equally to all genders.

1. Scope

These General Terms and Conditions (GTC) govern the relationship between customers and LGnet SA, a brand of Logic Group SA, Samstagernstrasse 45, 8832 Wollerau (hereinafter "LGnet"). They apply to all paid and free services and products, provided that they are declared applicable and there are no deviating written agreements.

2. LGnet services

2.1. Offers and their validity

LGnet provides services in the field of the Internet, networks and telecommunications and makes them available within the framework of the corresponding contract and the available operational resources. LGnet reserves the right to adapt its services if necessary or for important reasons. Similarly, prices, special conditions and terms and conditions of the offer may be changed.

If a price increase results in an increase in the total cost to the customer or if a purchased service is significantly changed to the detriment of the customer, the customer has the right to terminate the service in question before the date on which the change takes effect, without financial consequences. If no termination is made, the changes are considered accepted. Price adjustments due to changes in tax rates (e.g. increases in VAT) and price increases by third-party providers, in particular for value-added services, are not considered price increases within the meaning of these terms and conditions and do not entitle the customer to terminate the service. In the event of price reductions, LGnet may adjust previously granted discounts accordingly.

2.2. Interruptions and disruptions

LGnet endeavours to ensure a high level of availability for its services, but cannot guarantee the uninterrupted and fault-free operation of its infrastructure and services. Where possible, LGnet will provide timely notification of service interruptions necessary to resolve malfunctions, carry out maintenance work or introduce new functions.

2.3. Cooperation partner

LGnet may use third-party providers and/or subcontractors to perform the contract.

2.4. Infrastructure and services

Customers have no right to a particular configuration of the LGnet infrastructure or to the permanent provision of certain services accessible through it. LGnet is entitled to suspend a service at any time with reasonable notice and without compensation.

3. Commencement of contract / Term / Termination

3.1. Conclusion of the contract

Registration with LGnet can be done either in writing or electronically using the standard forms provided for this purpose. By submitting a contract application to LGnet, the customer accepts the current LGnet terms and conditions and undertakes to provide all information correctly. The contractual relationship begins in accordance with the rules defined in the relevant order forms or specific contractual documents.

3.2. Contract term and termination

The minimum term, notice period and termination date are generally specified in the individual contract or on the order forms in a manner that is understandable to the customer. Unless otherwise agreed, the following provisions apply:

-The minimum term is 24/36 months.

-After this minimum term, subscriptions and services may only be terminated at the end of the corresponding billing period.

-Termination must be received by LGnet no later than 30 days before the end of the billing period.

3.3. Charges outside the contract period

If the Customer cancels the Service before it is activated, they are required to reimburse LGnet for all costs incurred in this context.

3.4. Fair and acceptable use policy

If usage deviates significantly from normal usage or if there are signs of behaviour contrary to the law or the contract, LGnet may request the customer to organise usage in accordance with legal and contractual provisions. In addition, LGnet is entitled to modify, limit or suspend the provision of its services without prior notice and without compensation. Furthermore, the contract may be terminated without notice or compensation. In such cases, LGnet may also claim damages and the release of third-party claims. The same applies if the customer has provided inaccurate or incomplete information when concluding the contract or placing the order.

4. Liability

4.1. Liability

LGnet shall only be liable for damages related to its services if they are due to an intentional breach or gross negligence of the contract on its part. Any liability for consequential damages, loss of profit, loss of data or damage caused by downloads is - to the extent permitted by law - excluded in all cases. Furthermore, LGnet assumes no liability for damages resulting from the use of its services in violation of the law or the contract.

4.2. Disclaimer

LGnet accepts no liability if the provision of services is temporarily interrupted, completely or partially restricted or impossible due to force majeure. Force majeure includes events such as power failures and the occurrence of malicious software (e.g. virus attacks).

5. Customer obligations and rights

5.1. Use in accordance with the law and the contract

LGnet's services are intended exclusively for normal private use by private customers and for typical business use by business customers. For special applications or the provision of telecommunications services, the written consent of LGnet is required.

The customer is responsible for the lawful and contractually compliant use of the services obtained from LGnet. The following, in particular, are considered unlawful or non-compliant with the contract

- Unfair mass advertising (spam)
- Harassing or disturbing third parties
- Obstruction of third parties when using telecommunications services
- Intrusion and attempted intrusion into foreign systems (hacking)
- Spying on other Internet users or their data
- Fraudulent attacks (phishing)
- Damage to or endangerment of telecommunications infrastructure or third-party devices through malware
- transmit or make available illegal content.
- If there are indications of use contrary to the law or the contract, the customer is obliged to provide LGnet with information about this use.

5.2. Responsibility for content

The customer is responsible for the content of the information (including language and data in all forms) that they transmit or process via LGnet or make available to third parties.

5.3. Responsibility for the use of connections

The customer is responsible for all use of their connections, even if this is carried out by third parties. In particular, they are obliged to pay all charges incurred through the use of the services obtained from LGnet. This also applies to goods or services purchased or ordered via their connections. If the Customer makes the services obtained from LGnet available to minors, they are responsible for complying with the provisions relating to the protection of minors.

5.4. Passwords and access codes

The customer is obliged to keep passwords, identification codes, login details, etc. safe and not to make them accessible to anyone.

5.5. Customer hardware and software

The customer is responsible for their own hardware and software components (including programmes and PC configuration). LGnet does not guarantee that Internet access will function perfectly on all terminals. In the event of disruptions requiring measures to be taken at the customer's site, the customer must adapt their installation at their own expense or discontinue its operation. Otherwise, LGnet may deactivate the connection.

5.6. Devices belonging to LGnet

If LGnet provides the customer with a device on a rental or loan basis, it remains the property of LGnet for the entire period of use. Any right of lien or retention in favour of third parties on the device is expressly excluded. In the event of seizure, retention or attachment, the customer is obliged to inform LGnet immediately and to report LGnet's ownership to the competent debt enforcement or bankruptcy office. At the end of the purchase of services, the customer must return the device intact to LGnet within the period specified by LGnet. If the customer fails to comply with this obligation, LGnet reserves the right to invoice the customer for the unreturned device.

5.7. Safe operation / Protective measures

If the customer uses their infrastructure to disseminate illegal or harmful content, they are obliged to take appropriate measures to prevent unauthorised access by third parties. The customer must take measures in accordance with the state of the art to prevent their infrastructure from being used for the distribution of unauthorised mass advertising (spam), fraudulent messages (phishing emails/texts), falsified web pages (e.g. falsified login pages) or harmful software (viruses, Trojans, worms, etc.). If a customer's device damages or endangers a service, a third party or the facilities of LGnet or third parties, or if the customer uses their infrastructure in a manner that endangers the security or integrity of LGnet's services or facilities, the customer is obliged to take appropriate measures to remedy the situation.

If the customer uses unauthorised devices, LGnet may, without prior notice and without compensation, suspend the provision of services, disconnect the customer's device from the telecommunications network and claim damages.

5.8. Remote maintenance

LGnet is entitled to access the infrastructure used to obtain services for the purpose of configuring, maintaining, optimising or expanding its services via the telecommunications network. In doing so, LGnet may view, modify, update or delete technical data and software.

6. Rights of use for software, products and services managed by LGnet

6.1. General regulations

Unless expressly agreed otherwise, the following regulations apply to the rights of use for software, products and services in connection with the services managed by LGnet: the customer is granted a non-exclusive, time-unlimited and non-transferable right to use the software and product or service brands for their own internal use. Additional provisions relating to the use of the software are also included herein. The software may not be made available to third parties. Standard products from third parties are subject to their licence conditions, insofar as these contain additional restrictions. The source code will only be provided if this has been expressly agreed.

6.2. Derogatory provisions

If, in derogation from point 6.1, it is agreed that the rights to use software may be transferred to third parties, all copies of the software must bear the original copyright notice and all other protective notices.

6.3. Infringement of intellectual property rights

In the event of claims for infringement of protective rights in connection with the subject matter of the contract (e.g. software development or other projects), the customer is obliged to inform LGnet in writing within 5 calendar days. The customer shall not take any legal action without the prior consent of LGnet and shall, upon request, allow LGnet to defend itself against such claims, including conducting the lawsuit and concluding a settlement.

6.4. Special measures

If the use of the subject matter of the contract or parts thereof by the customer is prohibited by a court order or if, in LGnet's opinion, legal action for infringement of property rights is imminent, LGnet shall be entitled to choose between the following measures:

- modifying the subject matter of the contract so that it no longer infringes intellectual property rights;
- granting the customer the right to continue using the subject matter of the contract;
- replace the subject matter of the contract with a subject matter that does not infringe intellectual property rights and that either meets the customer's requirements or is equivalent to the replaced subject matter of the contract;
- take back the subject matter of the contract and refund the customer the price paid, less a reasonable amount for use and loss of value.

6.4.1. Exclusion clause

The above obligation does not apply to contract items for which the infringement of property rights is based on a concept originating from the customer or on the fact that the contract item has been modified by the customer or is being used with contract items not delivered by LGnet.

7. Troubleshooting

7.1. Technical support

In order to help its customers with technical questions regarding the use and installation of the services offered, LGnet provides support by telephone or e-mail. The costs and operating hours of this service are published on the relevant platform and can be requested from LGnet during normal business hours. LGnet does not cover the costs of support provided by third parties.

7.2. Troubleshooting

LGnet shall remedy malfunctions that fall within its sphere of influence during service hours and within a reasonable period of time. However, LGnet is entitled to interrupt or limit operation in order to remedy malfunctions, carry out maintenance work, introduce new technologies or for similar reasons.

If a customer requests the repair of malfunctions resulting from an investigation conducted by LGnet at the customer's request into defects in the equipment used by the customer or errors in its handling, the customer shall bear the costs incurred.

7.3. Intentional hacking

If a hacker attack by a user of LGnet Internet access is proven, LGnet reserves the right to deactivate Internet access without prior notice. In addition, the customer concerned will be excluded from all LGnet services and benefits for an indefinite period. LGnet also reserves the right to take civil and/or criminal action against the user concerned, if necessary.

8. Data protection

8.1. Processing of customer data

When processing data, LGnet complies with the legislation in force, in particular telecommunications and data protection legislation. LGnet only collects, stores and processes data that is necessary for the provision of services, the development and maintenance of customer relations, and to ensure high service quality, operational and infrastructure security, and billing. LGnet may also process data for marketing purposes, in particular for the design and development of its services in line with requirements and for tailor-made offers. However, the customer has the option of restricting or completely prohibiting the use of their data for marketing purposes.

8.2. Credit checks and debt collection

The customer agrees that LGnet may request information about them in connection with the conclusion and performance of the contract. In addition, LGnet is authorised to pass on customer data to third parties for debt collection purposes.

9. Invoicing/terms of payment

9.1. Invoicing and payment

Invoicing is carried out in accordance with the terms agreed in the relevant contract. Invoicing is based on the prices agreed either in the contract or in the generally applicable price list. LGnet issues invoices on the basis of its own records.

9.2. Payment terms

Payment terms depend on the contract concluded with LGnet. After the payment deadline has expired, the customer is automatically and without reminder in default. To the extent permitted by law, LGnet may discontinue the provision of all services, take other measures to prevent further damage and/or terminate the contract without notice or compensation. The customer shall bear all costs incurred by LGnet as a result of late payment. LGnet may charge interest on arrears at a rate of 5% and a reminder fee of CHF 30 per reminder. A processing fee of CHF 50 shall be charged for reactivation of the service.

9.3. Overpayment

Overpaid amounts will be refunded at the customer's request. LGnet may charge a processing fee of CHF 30. If the customer does not expressly request a refund, LGnet is entitled to retain the overpaid amounts and apply them as a deposit against future claims. The customer is not entitled to interest on this advance payment.

10. Amendment to the General Terms and Conditions (GTC)

10.1. Amendments

LGnet reserves the right to amend the GTC at any time. Customers will be informed in advance and in an appropriate manner of any amendments to the GTC. If the amendments are disadvantageous to the customer, the customer may terminate the contract with LGnet prematurely without financial consequences until the amendments come into force. If the customer does not do so, the amendment shall be deemed to have been accepted. The binding version of the GTC is published on the website at the following address: www.LGnet.ch/agb.

11. Partial invalidity

11.1. Validity

Should one or more provisions of these General Terms and Conditions be declared void or invalid, this shall not affect the validity of the remaining provisions, which shall remain unchanged. The void or invalid provision shall be replaced by legal provisions that are as equivalent as possible in economic terms.

11.2. Authoritative version

In the event of any contradictions between different language versions of the GTC, the German version shall prevail.

12. Place of jurisdiction and applicable law

The contract is subject to Swiss law. The place of jurisdiction is Wollerau.

Effective date: 1 January 2025