LGNET
INTERNET. TV. PHONE.

Your contract

Contracting party

Title _____

First name _____ Surname _____

Street, no. _____ Postcode, town _____

Date of birth _____ Nationality _____

Type of identification _____ ID no. _____

Email _____ Mobile number _____

Mobile offer

Mobile subscription

Mobile S
Calls: Unlimited within Switzerland
Data: Unlimited within Switzerland, 1GB within Zone 1

Mobile M
Calls: Unlimited within Switzerland, unlimited to/within Zone 1
Data: Unlimited within Switzerland, 5GB within Zone 1

Mobile L / L+
Calls: Unlimited within Switzerland, unlimited to/within Zone 1
Data: Unlimited within Switzerland, unlimited within Zone 1 (30GB high-speed)
(L+: Plus an extra 10GB per year within Zone 2)

Mobile XL / XL+
Calls: Unlimited within Switzerland, unlimited to/within Zone 1
Data: Unlimited within Switzerland, unlimited within Zone 1 (60GB high-speed)
(XL+: Plus an extra 20GB per year within Zone 2)

Zone 1: Andorra, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czechia, Denmark (incl. Greenland), Estonia, Finland, France (excl. overseas territories), Germany, Gibraltar, Greece, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands (excl. overseas territories), Norway, Poland, Portugal (incl. the Azores & Madeira), Romania, San Marino, Slovakia, Slovenia, Spain (incl. the Canary Islands & Balearics), Sweden, Turkey, United Kingdom (excl. overseas territories), USA (incl. Alaska, Hawaii, Puerto Rico), Vatican City, Réunion Zone 2: Albania, Armenia, Australia, Azerbaijan, Bosnia and Herzegovina, China, Faroe Islands, Fiji, French Guiana, Guadeloupe, Kazakhstan, Kosovo, Macao, Malaysia, Martinique, Moldova, Montenegro, Nauru, North Macedonia, Russia, Samoa, Serbia, Singapore, South Africa, Taiwan, Tonga, Ukraine

Desired subscriptions and numbers

☐ Porting _____ ☐ New number* Price plan _____ Start date _____ CHF _____
☐ Porting _____ ☐ New number* Price plan _____ Start date _____ CHF _____
☐ Porting _____ ☐ New number* Price plan _____ Start date _____ CHF _____
☐ Porting _____ ☐ New number* Price plan _____ Start date _____ CHF _____
☐ Porting _____ ☐ New number* Price plan _____ Start date _____ CHF _____
☐ Porting _____ ☐ New number* Price plan _____ Start date _____ CHF _____
☐ Porting _____ ☐ New number* Price plan _____ Start date _____ CHF _____
☐ Porting _____ ☐ New number* Price plan _____ Start date _____ CHF _____

*One-time fee of CHF 25 per new number

Contract term

☐ 2 years (one-time activation fee of CHF 59 per number) ☐ 3 years (activation free of charge)

Invoice delivery

CHF _____

☐ Email (free of charge) ☐ Postal delivery – 3.95 ☐ Direct debit via credit card (free of charge)

Total monthly

CHF _____

Comments:

I agree to the General Terms and Conditions and confirm that I will bear all costs for using the services covered by this contract. The penalty fee for early termination is a maximum of CHF 2'160, and at least the remaining term of the contract x the monthly fee. This contract becomes effective at the time it is created electronically, subject to service availability 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 the services are activated. For doorstep sales and contracts concluded by telephone, I have a 14-day right of withdrawal. Thereafter, contracts may be cancelled with 60 days' notice to the end of the calendar month. Maximum normal usage is based on the "fair use policy" set out in the GTC.

Signature

Place, date

For better readability, the simultaneous use of masculine and feminine forms of language has been avoided. However, all references to persons refer equally to all genders.

1. Scope

These General Terms and Conditions (GTC) govern the relationship between customers and LGnet AG, Industriestrasse 24, 8305 Dietlikon (hereinafter referred to as "LGnet"). They apply to all paid and free services and products, provided that they are declared applicable and no deviating written agreements exist.

2. Services provided by LGnet

2.1. Offers and their validity

LGnet provides services in the field of the internet, networks and telecommunications and makes these available within the framework of the respective contract and the available operational resources. LGnet reserves the right to adjust its services if necessary or for important reasons. Prices, special conditions and offer conditions may also be changed.
If a price increase leads to a higher overall charge for the customer or if a service purchased is changed to the customer's significant disadvantage, the customer has the right to terminate the service in question prematurely without financial consequences until the change takes effect. If no termination occurs, the changes are deemed to have been accepted.
Price adjustments due to changes in tax rates (e.g. VAT increases) and price increases by third-party providers, in particular for value-added services, are not considered price increases within the meaning of this provision and do not entitle the customer to terminate the contract. In the event of price reductions, LGnet may adjust previously granted discounts accordingly.

2.2. Interruptions and disruptions

LGnet strives to ensure high availability of its services, but cannot guarantee that its infrastructure and services will function without interruption or disruption at all times. Where possible, LGnet will provide timely notice of any service interruptions necessary to remedy disruptions, perform maintenance or introduce new features.

2.3. Cooperation partners

LGnet may engage third-party providers and/or subcontractors to fulfil the contract.

2.4. Infrastructure and services

Customers are not entitled to a specific design of the LGnet infrastructure or to the permanent provision of certain services accessible via it. LGnet is entitled to discontinue a service at any time with reasonable notice and without compensation.

3. Commencement of contract / Duration / Termination

3.1. Conclusion of contract

Registration with LGnet can be done either in writing or electronically using the standard forms provided. By submitting an application for a contract with LGnet, the customer accepts LGnet's applicable terms and conditions and undertakes to provide all information correctly. The contractual relationship begins in accordance with the provisions set out in the relevant order forms or specific contract documents.

3.2. Contract duration and termination

The minimum term, notice period and termination date are usually specified in the individual contract or on the order forms in a manner that is comprehensible to the customer. Unless otherwise agreed, the following provisions apply:
-The minimum term is 24/36 months.
-After this minimum term has expired, subscriptions and services can only be terminated at the end of the respective billing period.
-Notice of termination must be received by LGnet at least 30 days before the end of the billing period.

3.3. Expenses outside the contract term

If the customer cancels the service before it is put into operation, they are obliged to reimburse LGnet for all costs incurred in this connection.

3.4. Fair and Acceptable Use Policy

If usage deviates significantly from normal use or if there are indications of illegal or contractual misconduct, LGnet may request the customer to use the service in accordance with legal and contractual requirements. In addition, LGnet is entitled to change, restrict or discontinue its service provision without prior notice and without compensation. Furthermore, the contract may be terminated without notice and without compensation. In such cases, LGnet may also claim damages and demand indemnification from third-party claims. The same applies if the customer has provided inaccurate or incomplete information when concluding the contract or placing an order.

For mobile, the standard usage limits are adjusted as follows:
Mobile S: 40GB CH, 1,000 min. CH, 1,000 SMS, 1GB within Zone 1
Mobile M: 100GB CH, 2,000 min. CH incl. Zone 1, 5GB within Zone 1
Mobile L: 200GB CH, 4,000 min. CH incl. Zone 1, 30GB within Zone 1
Mobile L+: 200GB CH, 4,000 min. CH incl. Zone 1, 30GB within Zone 1, 10GB per year in Zone 2
Mobile XL: 200GB CH, 4,000 min. CH incl. Zone 1, unlimited data in Zone 1 (60GB high-speed)
Mobile XL+: 200GB CH, 4,000 min. CH incl. Zone 1, unlimited data in Zone 1 (60GB high-speed), 20GB per year in Zone 2

4. Liability

4.1. Liability

LGnet shall only be liable for damages arising in connection with its services if these are attributable to intentional or grossly negligent breaches of contract on its part. Liability for consequential damages, lost profits, data loss or damage caused by downloads is excluded in all cases to the extent permitted by law. LGnet also accepts no liability for damages arising from the illegal or improper use of its services.

4.2. Disclaimer

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

5. Obligations and rights of the customer

5.1. Legal and contract-compliant use

LGnet's services are intended exclusively for normal private use by private customers and for typical business use by business customers. The written consent of LGnet is required for special applications or the provision of telecommunications services.
The customer is responsible for the legal and contract-compliant use of the services purchased from LGnet. The following in particular are considered illegal or in breach of contract:

- Unfair mass advertising (spam)
- Harassment or disturbance of third parties
- Obstruction of third parties in the use of 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 malicious software
- Transmission or provision of access to illegal content.
- If there are indications of illegal or contractually prohibited use, the customer is obliged to provide LGnet with information about the use.

5.2. Responsibility for content

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

5.3. Responsibility for 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 fees charged for the use of the services obtained from LGnet. This also applies to goods or services that have been obtained or ordered via their connections. If the customer makes the services obtained from LGnet available to minors, they are responsible for complying with the regulations for the protection of minors.

5.4. Passwords and access codes

The customer is obliged to keep passwords, identification codes, login data, 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 properly on all end devices. In the event of malfunctions that require measures to be taken at the customer's location, the customer must adapt their equipment at their own expense or cease operation. Otherwise, LGnet may deactivate the connection.

5.6. Devices owned by LGnet

If LGnet provides the customer with a device on a rental or loan basis, this device remains the property of LGnet for the entire duration of the contract. Any lien or retention rights in favour of third parties on the device are expressly excluded. In the event of seizure, retention or attachment, the customer is obliged to inform LGnet immediately and to notify the competent debt collection or bankruptcy office of LGnet's ownership. After termination of the service, the customer must return the device to LGnet undamaged and within the period specified by LGnet. If the customer fails to comply with this obligation, LGnet reserves the right to charge for the unreturned device.

5.7. Safe operation / protective measures

If the customer uses their infrastructure to distribute illegal or harmful content, they are obliged to take appropriate measures to prevent unauthorised access by third parties. The customer must take precautions in line 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/SMS),

fake websites (e.g. fake login pages) or harmful software (viruses, Trojans, worms, etc.). If a customer's device
damages or endangers a service, a third party or the equipment of LGnet or third parties, or if the customer uses its infrastructure in a manner that jeopardises the security or integrity of LGnet's services or equipment, 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, discontinue 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 for the provision of services via the telecommunications network for the purpose of configuring, maintaining, optimising or expanding its services. 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 provision

Unless expressly agreed otherwise, the following provision applies with regard to rights of use for software, products and services in connection with the services managed by LGnet: The customer is granted a non-exclusive, unlimited and non-transferable right of use for the software and for trademarks and service marks for their own internal use. Supplementary provisions regarding the use of the software are also included herein. The software may not be made accessible to third parties. For standard products from third parties, their licence provisions apply if these contain further restrictions. The source code will only be handed over if this has been expressly agreed.

6.2. Deviating provisions

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

6.3. Infringements of property rights

In the event of claims for infringement of property rights in connection with the subject matter of the contract (e.g. software development or implementation of other projects), the customer is obliged to notify LGnet in writing within 5 calendar days. The customer may not take any legal action without the prior consent of LGnet and must, upon request, leave the defence against such claims to LGnet, including the conduct of legal proceedings and the conclusion of 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 decision or if, in LGnet's opinion, there is a threat of legal action for infringement of property rights, LGnet shall have the right to choose between the following measures:

- modify the subject matter of the contract in such a way that it no longer infringes any property rights;
- obtain the right for the customer to continue using the subject matter of the contract;
- replacing the subject matter of the contract with a subject matter that does not infringe any 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 reimburse the customer for the fee paid, less a reasonable amount for use and loss of value.

6.4.1. Exclusion clause

The above obligation does not apply to contractual items where the infringement of property rights is based on a concept originating from the customer or on the fact that the contractual item has been modified by the customer or is operated together with contractual items not supplied by LGnet.

7. Troubleshooting

7.1. Technical support

LGnet offers support by telephone or email to assist its customers with technical questions regarding the use and installation of the services offered. The costs and operating hours of this service are published on the relevant platform and can be requested from LGnet during normal office hours. LGnet does not cover the costs of support provided by third parties.

7.2. Troubleshooting

LGnet shall remedy faults within its sphere of influence during operating hours within a reasonable period of time. However, LGnet is entitled to interrupt or restrict operations in order to remedy faults, carry out maintenance work, introduce new technologies or for similar reasons.

If a customer requests the rectification of faults that are attributable to an investigation carried out 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's Internet access is proven, LGnet reserves the right to deactivate the Internet access without prior notice. In addition, the customer in question 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 in question, if necessary.

8. Data protection

8.1. Handling of customer data

LGnet complies with the applicable legislation when handling data, in particular telecommunications and data protection law. LGnet only collects, stores and processes data that is necessary for the provision of services, the handling and maintenance of customer relationships, and for ensuring a high quality of service, the security of operations and infrastructure, and for invoicing.

LGnet may also process data for marketing purposes, in particular for the needs-based design and further development of its services 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 obtain information about them in connection with the conclusion and execution of the contract. LGnet is also entitled to pass on customer data to third parties for debt collection purposes.

9. Invoicing/terms of payment

9.1. Billing and invoicing

Billing is carried out in accordance with the agreed terms of the relevant contract. Invoicing is based on the agreed prices, which are specified 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

The payment terms are based on the contract with LGnet. Once the payment deadline has passed, the customer is automatically in default without a reminder being sent. LGnet may, to the extent permitted by law, suspend the provision of all services, take further measures to prevent further damage and/or terminate the contract without notice and without compensation. The customer shall bear all costs incurred by LGnet as a result of the delay in payment. LGnet may charge default interest of 5% and a reminder fee of CHF 30 per reminder. A processing fee of CHF 50 will be charged for reconnection.

9.3. Overpayment

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

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

10.1. Adjustments

LGnet reserves the right to amend the GTC at any time. Customers will be informed of changes to the GTC in advance in an appropriate manner. If the changes are disadvantageous to the customer, they may terminate the contract with LGnet prematurely without financial consequences until the changes come into effect. If the customer fails to do so, the change shall be deemed accepted. The currently binding version of the GTC is published on the website at 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 a legally valid provision that is as economically equivalent as possible.

11.2. Authoritative version

In the event of contradictions between different language versions of the General Terms and Conditions, the English version shall prevail.

12. Place of jurisdiction and applicable law

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

Valid from: 1 January 2025