



# General conditions specific to unbundled connections

These general conditions apply specifically to unbundled connection provision (services and products) supplied by companies which are members of the VTX TELECOM S.A. group, in particular BIELSTAR Sàrl, VS1 VIDEOTEX SVIZERRA ITALIANA SA, VTX Datacomm SA, VTX EDITEL SA, VTX INTELLINET SA, VTX Network Solutions SA, VTX OMEDIA SA, VTX SERVICES SA, DP Services (hereinafter referred to as: the supplier).

The purpose of these general conditions is to define the limits within which the supplier provides an unbundled connection service (Internet and Telephony) to the customer.

The terms and conditions related to supply of the service are set out in the following documents:

- the conditions specific to unbundled connection products;
  - the General Conditions related to provisions (services and products) from the VTX TELECOM S.A. group, available online at: [www.vtx.ch](http://www.vtx.ch) ;
  - the subscription form, or its electronic or telephonic equivalent.
- The subscription form may come in the format of a paper form, an electronic form, or telephone registration with a third-party guarantor.

## 1. DEFINITIONS USED IN THE CONTRACT

ADSL, VDSL, ADSL 2+ and G.SHDSLbis: technologies which enable high speed transmission of digital internet data through a telephone line.

Broadband over Copper: internet connection service based on G.SHDSLbis technology. The Broadband over Copper product does not include a telephone service, your telephone line will be dedicated to "data" use only. Your telephone or fax service will therefore no longer be operational. Consequently, all points in the general conditions below which refer to a telephone service concern Surf S' Phone, ADSL2+ products only, and the ADSL+ and VDSL+ replacement profiles. In this case, unbundling a telephone line will mean the loss of your telephone number.

Unbundling: the technique which enables VTX to connect your entire copper line to its own equipment in the local telephone exchange. This technique ends your telephone subscription with the traditional operator, under the conditions set out in this contract.

Telephone charges: the costs of your telephone calls in addition to your subscription within the framework of the VTX IP telephony service.

Line: the geographical telephone number of your classic analogue, isolated telephone line. The line must in all cases be situated in Switzerland and be subject to a subscription contract with the incumbent operator. A line equipped with a payment terminal or an alarm, a phone box line, a line connected to a previous-generation telephone exchange, or a line for which a particular subscription does not allow provision of the subscribed service (for example, a temporary or partial subscription, or certain options such as local and regional call restrictions).

IP telephone line: the telephone number of your line, which you can retain for use of the service thanks to portability.

Unbundling authorisation agreement: the contract in which you authorise VTX to carry out, in your name and on your behalf, all contractual and technical procedures with your incumbent operator required to unbundle the line.

Box: the terminal equipment which is essential for use of the unbundled connection service and the VTX IP Telephony service, which you can either buy or rent directly from VTX. The term "Box" notably covers the terms VTXbox, Fritz Box, VTXbox Pro, and VTXbox Pro+, corresponding to our various models of Box.

Telephony over IP operator: the VTX telecommunications operator supplies the VTX IP Telephony service using telephony over IP. Incumbent operator: Swisscom.

Replacement profiles: ADSL+ and VDSL+ products are alternative profiles for ADSL2+ and Surf S' Phone; if the customer is not located in an unbundled area, they will be offered alternative packages. These replacement profiles are based on the following products: ADSL BACS or ADSL and Naked VDSL proposed by Swisscom Wholesale

Portability: the technique which allows you to keep the telephone number of your line after unbundling.

VTC 1P Telephony service: the telephony over 1P service marketed in Switzerland by VTC to which you have adhered under your subscription.

Telephony over 1P: the landline telephony service transmitted via the unbundled connection, which allows you to make and receive telephone calls using your landline telephone connected to your Box.

Geographical coverage areas: the geographical areas in which the service is accessible on the date of your subscription to the service.

## 2. LIABILITIES

The terms of liability are set out in the General Conditions for services provided by the VTC Telecom S.A. group. For the specific case of unbundled connections, the maximum amount of compensation for damages the customer may claim is strictly limited to the amount paid by the customer for a one-month period, except where an SLA (Service Level Agreement) is offered. The Bronze SLA option for the ADSL2+ or Surf S' Phone agreement is not compatible with replacement profiles.

At the time of installation of his or her equipment, the customer is required to study the manufacturer's instructions. The supplier cannot be held liable for any loss of data or damage to equipment which may occur during hardware or software installation of the equipment required for connection, regardless of whether the equipment is supplied by the supplier or by another service provider.

The supplier may interrupt the service to carry out improvements to the service or for exceptional maintenance. Where possible, the customer will receive notification of the date and duration of any such interruption at least 2 days in advance.

The supplier cannot be held liable for damage related to an interruption or slow-down, whether brief or lasting, to the services or the network, such as loss of income, unavailability of data, etc. (indirect and direct damage).

The customer is liable for any use of his or her connection, including by unauthorised third parties, and shall therefore owe all amounts billed as a result of the use of his or her connection, including calls to paid numbers (084C-090C).

In the framework of replacement profiles, VTC may not be held responsible for difficulties encountered in terms of service level, as the service is not wholly provided by VTC.



### 3 SUBSCRIPTION TO THE UNBUNDLED CONNECTION SERVICE

#### 3.1 Technical conditions applicable

##### 3.1 Technical conditions applicable to unbundling

To subscribe to unbundling, you must:

- have a Box;
- have a set-top box if you take out the VTX Television option ;
- have a landline telephone with voice frequency dialling for use of the VTX IP Telephone service;
- be the holder of a line located in an unbundled geographical coverage area. Please note that subscription to unbundling requires interruption to the supply of any service (internet, pre-selection, etc.) previously subscribed on your line with operators other than VTX. VTX cannot be held liable for this.

Your line must be suitable for unbundling and connectable to VTX equipment. To check this, tests are carried out on your line by VTX after your subscription to the service. These tests may show that your line is unsuitable or cannot be connected, in which case you will be informed by VTX by letter or e-mail within three weeks. Please note that only the result of these tests can determine whether or not your line is eligible and connectable. The result of the eligibility test before your subscription is therefore for reference purposes only.

In the event of an error or incorrect information from the customer regarding the information required for activation of the connection (telephone number, street address, etc.), charges made by the local loop operator shall be payable by the customer.

#### 3.2 Subscription charges

- Unbundling authorisation agreement  
You acknowledge, as the holder of the line, that you have granted VTX with the authorisation to request the unbundling of your line or activation of a replacement profile, by means of the Surf & Phone order form, the Surf & Phone Business order form or the document entitled 'Power of attorney for connection / Portability of numbers'.
- VTX wishes to inform you that the incumbent operator may oppose implementation of the unbundling if you have not fulfilled all your obligations to it, such as, for example, full payment of all sums due.
- The implementation of the unbundling automatically leads to cancellation of your telephone subscription with the incumbent operator. However, it is your own responsibility to cancel any services and packages related to this telephone subscription, as well as any other services (internet, pre-selection, etc.) previously subscribed to on your line with operators other than VTX. The only services accessible on your IP telephone line are those subscribed to as part of this contract. Please note that during the period in which the technical operations required for implementation of the unbundling are being carried out, which may extend to several days, you will not have access to a telephone service.
- Portability of the telephone number by no means frees the customer from any contractual obligations as regards VTX. VTX reserves the right to refuse to transfer a number if the customer who has requested portability has outstanding payments that are overdue, or if the number in question has been suspended or is inactive.

### 4. PRICES

Prices for supply of the service are given in Swiss francs, including current rates of VAT.

The rates shown in the latest pricelist are given subject to error, omissions, minimum taxes and round-offs.

Certain combinations of services give rise to discounts. Unless agreed in writing, discounts related to customer type or to combinations of products cannot be accumulative.

### 5. ACCESS TO THE SERVICE

#### 5.1 Access to the unbundled connection service

You will be informed of activation of the unbundled connection service by letter and/or e-mail.

#### 5.2 Access to the VTX IP Telephone service

You use the VTX IP Telephone service from your landline telephone connected to the Box. You can use the VTX IP Telephone service even when your computer is switched off, as long as your Box is switched on. You will be informed of activation of the VTX IP Telephone service by letter and/or e-mail.

Your subscription means that you are the holder of the IP telephone line throughout the duration of the subscription.

Your subscription offer includes:

- receiving calls on your IP telephone line.

The following are excluded from your subscription offer and therefore billed additionally, as part of your telephone charges:

- making calls from your IP telephone line to local and national landline telephone numbers and to IP numbers in Switzerland;
- calls from your IP telephone line to 07 mobile numbers, to landline telephone numbers and international mobiles, to special numbers, to short numbers and to internet access numbers.

#### 5.3 Access to the television service

You use the VTX Television service by connecting your television to your set-top box. The VTX Television service can be used when your computer is switched off, but your Box and set-top box must be switched on. Only the television that is connected directly to your set-top box will have access to the VTX Television service.

You will be informed of the activation of your VTX Television service by letter and/or e-mail.

### 6. USE AND OPERATION OF THE SERVICE

#### 6.1 Use and operation of the service

##### a) Security

Except where VTX is at fault, you are solely responsible for the use of the unbundled connection service, including your user ID, and for any consequences, notably financial, resulting therefrom. In particular, you must ensure that no one has access to the Service without your authorisation, and you must keep your user ID secret. VTX customer service advisers and VTX staff will never ask you for your password. You must inform VTX as soon as possible of any unauthorised use of your VTX service user ID. If VTX has legitimate grounds to believe that the security of the Service or of your user ID is threatened, it reserves the right to block your access to the Service. You can reactivate your access to the Service by contacting VTX customer service.

##### b) Respect for the law

You undertake to use the Service in accordance with the law and with the rules of good internet conduct. In particular, you must not use the Service to send spam e-mails. If you encounter difficulties sending e-mails in large quantities, please contact VTX customer service to ensure that they are not blocked by security tools used by VTX.

In addition, you must respect intellectual property rights. In this regard, VTX will be entitled to forward to you any claim, in particular from a collective agency representing the rights of authors, artists or producers, concerning infringement of their intellectual property rights. Finally, you may inform VTX of any element or action which you believe to be illegal.

##### c) Inactivity timers

VTX reserves the option of installing inactivity timers, which will disconnect you from the service in the event of prolonged inactivity.

##### d) Compliance of equipment

The equipment connected to the supplier's access service (router, workstation, etc.) must comply with the requirements of the supplier and local loop operator. It is up to the customer to contact the supplier for these compliance requirements.

The customer authorises the supplier to update the software embedded in the network connection equipment, without the latter being obliged to do so.

The Box sold by the supplier is guaranteed for 12 months under the manufacturer's conditions of guarantee. For rentals, the supplier will guarantee the equipment throughout the rental period. During the period of guarantee, in the event of equipment malfunction, the customer must contact technical support. Where defectiveness is confirmed by technical support, the equipment must be returned to the supplier in its original packaging at the following address:

Service retour matériel VTX – Stock Lutry – Rte de la Petite-Corniche 11 – 1095 Lutry.

The supplier may provide full exchange of the equipment if these conditions are met. Any other form of intervention on this equipment is expressly excluded without prior authorisation from the supplier.



#### e) ADSL 2+ and G.SHDSLbis technology

Since ADSL2+, and G.SHDSLbis technologies use high frequencies, the quality of your internal wiring must meet basic standards, and any internal wiring adaptation costs will be payable by the customer through his or her agent. Furthermore, VTX cannot be held responsible for the quality of the line connecting the customer to the VTX equipment.

In the framework of a replacement profile based on VDSL technology, the telephone line and socket may require technical changes to be made. The customer must refer to the recommendations laid down by Swisscom, available at [www.vtx.ch/vdsLfr/](http://www.vtx.ch/vdsLfr/). These changes may be made by a specialized electrician, at the expense of the customer. It is recommended to make any changes before activation of the VDSL service.

## 6.2 Use and operation of the VTX IP Telephone service

### 6.2.1 Common provisions

#### a) Security

Except where VTX is at fault, you are solely responsible for the use of the VTX IP Telephone service, including your VTX IP Telephone service user ID, and for any consequences, notably financial, resulting therefrom. In particular, you must ensure that no one has access to the VTX IP Telephone service without your authorisation, and you must keep your VTX IP Telephone service user ID secret. VTX customer service advisers and VTX staff will never ask you for your password. You must inform VTX as soon as possible of any unauthorised use of your IP telephone line, and in particular of your VTX IP Telephone service user ID. If VTX has legitimate grounds to believe that the security of your IP telephone line, and in particular your VTX IP Telephone service user ID is threatened, it reserves the right to block your access to the VTX IP Telephone service. You can reactivate your access to the VTX IP Telephone service by contacting VTX customer service.

#### b) Respect for the law

You undertake to use the VTX IP Telephone service in accordance with the law.

You must not use the VTX IP Telephone service in such a way as to threaten the availability of the IP telephony operator's servers and network;

### 6.2.2 Provisions applicable to unbundling

a) You will only have use of the IP telephone line which enables the transfer of all your telephone calls. Consequently, in the event of a temporary cut (for example, a power cut) or a long-term cut of the IP telephone line, it will therefore no longer be possible to use it for your emergency number calls. Calls via the IP telephone line do not enable correct routing and tracing of the caller; only the main location given in the contract will be shown (line holder details). Where possible, a more suitable means of communication should be used for emergency calls from locations other than that indicated in the contract.

b) VTX also informs you that unbundling makes the use of certain equipment incompatible, such as ADSL modems other than the Box, or equipment only operating on the public switched telephone network (for example: PSTN modem, alarm systems, etc.).

c) For the replacement profile based on VDSL technology, certain functions of the VTXbox proposed might not be available (e.g. shared printers, file sharing through the USB port etc.).

## 6.3 Use and operation of the television service

As far as the television service is concerned, customers that accept the terms of the agreement do not give rights to display content outside of private circles and in public areas (namely cafes, restaurants, hotels, window displays, movie theatres, theatres...). For this kind of use, it is necessary for customers to gain authorisation from broadcasting companies and organisations holding copyright for any programmes that might be displayed.

Television over the Internet (IPTV) requires a high bandwidth and stable data transfer. This bandwidth may depend on the quality of the subscriber's line. In this context, no guarantees as to availability or the quality of the service may be given. In principle, VTX makes their services available 24 hours a day, 7 days a week. Any technical difficulties that are under VTX's responsibility will be localised and resolved as soon as possible.

In the framework of their television service, VTX proposes a standard range of TV and radio programmes, an electronic TV programme guide and a centralised recorder with a limited number of hours and time shift functions. VTX reserves the right to extend, restrict or change the

standard offer. Any changes made may by no means be considered as exceptional grounds for cancellation.

## 6.4 Maintenance

To ensure correct functioning of the service, VTX carries out maintenance operations, which it will perform where possible outside the busiest hours of use of the Service. VTX will inform you of forthcoming interventions on the service at least 48 hours in advance.

## 6.5 Conformity of equipment

Only equipment that has been approved and certified by VTX may be used in the framework of your subscription. The customer is responsible for checking conformity of equipment with the supplier.

The customer authorises the supplier to update software embedded in equipment used for connecting to the network, although the supplier has no obligation to do so.

The box and set-top box sold by the supplier are guaranteed for 12 months, under the terms of guarantee defined by the manufacturer. In the case of equipment rental, the supplier guarantees equipment throughout the whole rental period. If there are any problems with equipment while it is under guarantee, the customer must contact the technical support department. In the event of equipment failure confirmed by the technical support department, the equipment in question must be returned to the supplier in its original packaging to the following address:

VTX Equipment returns department - Rte. de la Petite-Corniche 11 - 1095 Lutry.

The supplier will replace equipment if all the previous conditions are met. Any other kind of works on the equipment is strictly forbidden unless previous authorisation is granted by the supplier.

## 7. RATE AND PAYMENT

The supplier will send a monthly bill for the services to the companies and to the addresses given in the subscription form. The bill is based on data considered by the customer to be accurate. Bills are payable upon receipt.

Your subscription rate is payable on a monthly basis. The additional charges are payable in arrears, also at the end of each month. You are responsible for paying for your services as of the date on which your line is unbundled. The supplier reserves the right to combine the billing charges for several months on one single bill.

The customer has a period of three weeks in which to dispute the bill. Beyond this period, if the customer has made no written claim, he or she shall be considered to have accepted the bill.

## 8. FAULTS

In the event of a fault, the customer must first ensure that his or her own personal equipment is not the cause of the problem before requesting the intervention of the supplier's repair service. Failure to do so will mean that the intervention costs are payable by the customer.

## 9. BANDWIDTH

In certain cases, it is possible that technical issues (copper line of excessive length or poor quality, etc.) will prevent the supplier from providing the contractually agreed speeds.

In the case of unbundled connections, it is possible that technical issues will prevent VTX from supplying the stated speeds. In this case, replacement profiles will be provided. Subscription rates will be changed, upon request from the customer or by VTX, without backdating, so that the effective bandwidth is as close as possible to that of a package available at the time of the request, without guarantees of the nominal bandwidth being reached. Measurements of speed must be made at the output of the distribution box; VTX may by no means be held responsible for the quality of wiring within the customer's premises.



## 10. ON-SITE INSTALLATION

Standard installation of the service at the customer's home is carried out by a VTX technician or a technician appointed by VTX to this end. Depending on the configuration of the installation within the customer's home, additional works may be required (for example if the TV set is far away from the modem). Any additional works will be charged to the customer. The customer is responsible for uninstalling equipment once the agreement comes to term. Any expenses linked to uninstalling material will be charged to the customer.

## 11. MAIL SERVER

The customer undertakes to notify the supplier's technical services of the presence of a mail server in his or her infrastructure or before installing this kind of equipment on his or her network, and to protect his or her server against mail relays. Under no circumstances shall the supplier be held responsible for the loss of data resulting from such use or from access by third parties, nor for misuse of data transmitted via the network, for example in the case of electronic payments. It is therefore up to the customer to set up security procedures. Furthermore, the customer undertakes only to use the resources of his or her own server to send messages and to open the following addresses for each of the domains: `postmaster@monomdedomaine.ch` and `abuse@monomdedomaine.ch`. Recommendations under the headings "Managing a server on the internet" and "Managing your own internal mail server" are available on the website `www.vtx.ch` and will be sent to the customer on request.

## 12. DURATION OF CONTRACT AND BILLING

The different contract durations and the terms of renewal are defined in the contract and in the General Conditions relating to VTX Telecom S.A. group services. In the specific case of an unbundled connection contract, the customer's commitment takes effect on the date on which the contract is signed. The date on which the contract begins is that on which your line is unbundled by Swisscom. The customer will be billed on a pro rata basis for the first month. Termination of your ADSL2+, SURF & PHONE OR BOC subscription will lead to termination of your connecting telephone line or lines. In the event of early termination of your subscription, VTX will invoice an amount corresponding to two month's subscription fees for each line concerned. Penalties linked to your subscription are described in the General Conditions relating to VTX Telecom Group SA services. To benefit from a special discount applied to the monthly fees of BOC (excluding the connecting line), the customer must take out a three-year contract.

## 14. CHANGING ISP (INTERNET SERVICE PROVIDER)

### 14.1 Choosing another ISP

When a customer chooses to change ISP while having an on-going contract with a provider, it is considered as being early termination of the contract. To this end, the provider will apply the conditions defined above.

### 14.2 Cancelling a connection with another ISP.

The customer acknowledges that putting in place a service with the provider will lead to the interruption and termination of any broadband services that might have been operating, under the terms and conditions laid down by the ISP concerned. The act of taking out a subscription with the provider by no means releases the customer from their contractual obligations towards the previous ISP, especially as regards their obligation to pay their bills until the contract in question comes to term.

## 15. RETURN OF RENTED EQUIPMENT AT THE END OF THE CONTRACT

The equipment must be sent back in its entirety (including the accessories and guide) and must appear as new. The customer remains liable for damage occurring to the product during dispatch. The equipment belonging to the supplier is to be returned to it in good working condition, appearing as new, and in its original packaging (including the accessories and guide) to the following address:  
VTX Equipment returns department - Rte. de la Petite-Corniche 11 - 1095 Lutry.  
Costs of returning the material are payable by the customer.

## 16. SUSPENSION OF YOUR ACCESS TO THE SERVICE

16.1 In the event of your failure to meet any of the obligations provided for under this contract, notably in the case of non-payment, VTX reserves the right to block your access to the service after sending a notice to pay which has gone unanswered for 8 days.

16.2 In this event, you will remain bound by all your obligations under the terms of the contract. In particular, the fact that your access to the service is blocked does not mean stoppage of billing, except in the case of force majeure.

16.3 In the event of a breach of the terms of payment, the supplier reserves the right to interrupt all its services without notice. The costs arising from resumption of the connection and the servers will be billed to the customer at the rate of 100 Swiss Francs.

## 17. RESALE

The resale of the supplier's services is formally prohibited, unless through prior written agreement from the supplier. In particular, the fixed IP address option is strictly limited and cannot under any circumstances be used to host services intended for third parties (http, ftp, etc.).

## 18. SERVICE SET-UP TIMES

Unless otherwise stated in writing or in the contract or SLA (Service Level Agreement), the time required for service set-up is estimated at a maximum of 3 working weeks after activation of the local loop by VTX's partner. A delay of less than 3 weeks beyond this time cannot be considered as grounds for cancellation. Subscription to the telephony service enters into force when the supplier turns on the customer's call numbers.

## 19. ADDITIONAL SERVICES

If the customer is already receiving current services from the supplier when the connection contract is signed, the customer must continue these services until their expiry, even where these are included totally or partially in the connection contract; thereafter, these services will be integrated into the contract.

## 20. PURCHASE OF GOODS AND SERVICES

The purchase of goods and services by the customer via paid numbers (084X-090X-18XY), will be billed to the customer directly by the supplier, who is acting only in the capacity of collection on behalf of others. Any claim the customer wishes to make against the third parties from whom the purchase was made, must be addressed directly and exclusively to the latter. The rules related to payment remain applicable.

## 21. CALL BLOCKING

The customer must specifically request the supplier to block calls to premium rate numbers (090X) made from the pre-selected number(s), even where the blockage has been requested or is already effective with the operator who previously billed these calls. The blockage must only be considered to be in place once written confirmation of this has been received by the customer, until which time any call made will be charged.

## 22. ONLINE BILL DETAILS

Online bill details are provided solely for reference purposes; only the information given in the paper version sent to the customer is binding.

## 23. CONFIDENTIALITY

The customer must consider as confidential all information concerning the processing, terms and conditions, prices and services provided by the supplier within the framework of this contract until such time as this information falls into the public domain.



#### **24. LEGAL SCOPE OF THE CONTRACTUAL CONDITIONS**

By signing this contract, the customer declares having taken note of these General Conditions and the conditions specific to the agreed provision of service, and accepting them without restriction. Signature of this contract means acknowledgement of debt as referred to in Article 82 LP for the services billed and calculated according to the price list appended to this contract, of which the customer declares having taken note, or according to amendments which will have been communicated to the customer in compliance with the contractual conditions. In the event of a dispute between the French and English versions, the French version shall prevail.

#### **25. JURISDICTION AND APPLICABLE LAW**

For any dispute related to the fulfilment or interpretation of this contract, the parties expressly agree that, at the choice of the plaintiff, the courts located in the vicinity of the co-contracting supplier's registered office, or that of Pully (Vaud/Switzerland), shall have sole competence, and they shall submit any dispute between them exclusively before Swiss law.

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