

SUNRISE MAIL TERMS AND CONDITIONS OF USE

1. CONTRACT DURATION

In order to have a Sunrise mail account you will first need to have a Sunrise mobile, Internet, landline or TV service («Sunrise product»). Sunrise mail is linked to the contract duration of the other Sunrise product. The e-mail account is closed 90 days after termination of the contract for the corresponding Sunrise product. Before this time, your Sunrise mail account can be allocated to another Sunrise product and you can continue to operate it. Then it will no longer be possible to access the data; stored e-mails, messages and calendar entries, contacts and tasks will be deleted. Sunrise may re-allocate the e-mail address after a further 180 days.

If the Sunrise mail account is not used (there is no login) during 365 days, then Sunrise can without warning unilaterally terminate Sunrise mail and cancel the e-mail account.

After Sunrise mail is cancelled by the customer or by Sunrise, the e-mail account may be immediately cancelled and all stored e-mails, messages, calendar entries, contacts and tasks can be deleted; the e-mail address can be reallocated after 180 days.

Customers are responsible for saving their data and migrating it, if necessary, before their e-mail accounts are cancelled.

2. GENERAL CUSTOMER OBLIGATIONS

Customers must protect the access data for their e-mail account from unauthorized use. Sunrise mail may not be used in an abusive or illegal manner. Customers are responsible for protecting their computer, smartphone, tablet, etc. from phishing e-mails or harmful software (viruses, worms, Trojans, etc.).

3. DATA PROTECTION

All customer data and e-mails, including the content of communications and marginal data, will be hosted ex-

clusively in Switzerland. The data protection provisions in the general terms and conditions of the contract with Sunrise shall apply. The content of communications will not be read by Sunrise, scanned for illegal content or transferred to third parties. This shall not limit the court-ordered inspection of the contents of communication or the filtering-out of harmful content in accordance with item 6, below.

4. USE RESTRICTION

Not more than 2,000 e-mails can be sent or received over 24 hours; not more than 500 e-mails can be sent or received over 24 hours during the first seven days after registration. One e-mail sent to ten recipients will be counted as ten e-mails.

5. TRASH

E-mails in the «trash» folder for more than 30 days will be deleted automatically.

6. FILTERING

Sunrise can filter outgoing mass mails (spam) and e-mails that contain harmful software (viruses, worms, Trojans etc.) or illegal content and block distribution as necessary. Incoming e-mails that are recognized as spam or as phishing attempts or that contain harmful software can be filtered and saved in the spam folder. After 90 days, the contents of this folder will be automatically deleted. Sunrise may put phishing e-mails or e-mails that contain harmful software and were not recognized by the filters into the spam folder at a later time or delete them.

7. SMS SENDER

In order to use SMS Sender the e-mail account must be linked to a mobile telephone number. E-mail accounts linked to a landline number cannot use SMS sender. Instant messages (SMS or MMS) can be sent within the country or abroad. The first 50 messages are free of charge. Purchased SMS packages will be charged using

Premium Services in accordance with the prices listed in the service description on www.sunrise.ch.

8. WARRANTY

The following shall apply in addition to the other warranty conditions in the general terms and conditions of the contract with Sunrise: Sunrise does not undertake to ensure that all functions of Sunrise mail operate without problems on all terminal equipment, or that the Sunrise filtering processes offer full protection against phishing e-mails or e-mails with harmful contents. Sunrise does not accept liability for any damage caused to the customer's system in this way. Sunrise shall only be obliged to attempt to restore lost data when the loss is attributed to Sunrise. Claims by the customer for compensation of damage due to data loss shall be completely excluded.

9. ADVERTISING, USE ANALYSIS

The customer grants Sunrise the right to use personal data provided in connection with the establishment of an e-mail account for e-mail advertising and market and opinion research by Sunrise and other companies in the group. Sunrise may perform anonymous use analyses using Google Analytics.

10. MISCELLANEOUS

Sunrise may perform technical or functional adjustments to the e-mail service without prior notice, as long as the basic functions of the service are not significantly affected. In addition, the general terms and conditions and the special provisions for Sunrise mobile phone services and Internet, landline and TV or radio services shall apply.

January 2019