

Special Conditions for cablecom hotspot internet

(PLEASE ALSO NOTE OUR GENERAL TERMS AND CONDITIONS OF BUSINESS)

1 Scope of application

Cablecom GmbH ("cablecom") offers various services in the field of individual communications, particularly the **cablecom hotspot internet** service ("Services"), at the selection of the customer. These Special Conditions govern the use of all Services and apply to all existing and future Services concerning cablecom hotspot internet that are obtained by the customer from cablecom.

The General Terms and Conditions of Business of cablecom (GTCs) and the service descriptions for the respective services of cablecom form an integral part of the agreement ("Agreement").

2 Nature and scope of the Services and preconditions

The scope and content of the services are described on the cablecom website ("www.cablecom.ch") and in printed information brochures. The scope and content of the services shall be determined exclusively by the performance specification of the cablecom services. Cablecom reserves the right to amend the scope and content of the Services and the prices at any time or to terminate the services without payment of compensation.

The customer acknowledges that the Services can only be obtained if the necessary technical preconditions are fulfilled. In particular, this requires a suitable laptop or pocket PC, a wireless LAN card to IEEE 802.11B standard, positioning at a cablecom hotspot (a list of the available hotspots can be found on the cablecom homepage) and suitable Internet browser software. For access to company data, the customer will usually require additional security software on his end device and access authorisation to the corresponding server. Logging in by means of Value Card also requires the Value Card to be valid (the period of validity is shown on the front of the Value Card) and a remaining credit balance. No refund shall be made for the amount on the Value Card, and cablecom excludes any liability if the customer is unable to obtain the service because he does not satisfy the technical preconditions. Cablecom reserves the right to change the preconditions for obtaining the services at any time.

The customer shall be responsible for acquiring, installing and maintaining his end device himself.

The downstream and upstream speeds stated for cablecom hotspot Internet are maximum values and are not guaranteed, nor is the uninterrupted availability of the Services or the absence of function interferences and interruptions. Cablecom also reserves the right to carry out maintenance work at any time, which may lead to an interruption of the Service.

3 Prices and payment terms

The current prices can be seen on the cablecom website.

3.1 Post-paid customers

The post-paid customers shall receive invoices for the Services for two (2) months in advance, and shall pay such by the due date or within the payment period stated on the invoice. In the absence of a due date or payment period, the payment period shall be deemed to be thirty (30) days from date of invoice. On no account shall the customer be entitled to a refund, in particular if the customer fails to make use of the Service.

3.2 Pre-paid customers

The maximum use period of the services shall be determined according to the customer's Value Card. The cablecom settlement system alone shall be applicable to the credit balance remaining after logging in. The customer shall be entitled to view the current status of his credit balance after logging in on the cablecom hotspot Internet portal page. The credit balance shall be forfeit after expiry of the Value Card validity period. On no account shall the customer be entitled to a refund, in particular if the customer fails to make use of the service.

4 Security

Cablecom does not warrant that its Services be free of viruses, worms, trojans, etc. In addition, the Internet customer declares that he is aware of and observes the provisions regarding security available in the Internet at "www.cablecom.ch" (under the heading "Support / Sicherheit"). The customer is aware that the Internet is not secure, and in particular that third parties may access his computer system without authorisation. The customer takes the measures necessary to prevent such access and refrains from all activi-

ties which could endanger system and network security. Non-compliance with these provisions is deemed to be a breach of the Agreement. Any liability of cablecom for direct or indirect loss or damage in this respect is excluded.

The customer shall be responsible for the proper use and careful safekeeping of his access code. Cablecom shall assume no liability for damage resulting from the misuse of an access code.

5 No illegal use and no use contrary to agreement

The customer undertakes not to carry out any actions, or to refrain from any such actions, which could in the opinion of cablecom infringe legal or contractual provisions or the rights of third parties. In particular, the customer acknowledges that making undesired marketing calls, sending undesired or unsolicited marketing e-mails, junk e-mails or other unsolicited messages, or mailbombs, or spamming to one or more persons, mailing lists or newsgroups, falsifying sender information (e.g. false sender telephone numbers in SMS) or other information, systematic collection of information or e-mail addresses of persons without the consent of the respective owners, access to and scanning of an operating system and/or network, monitoring of data traffic without the consent of the owner, the use of external mail servers (relays) for sending messages without the consent of the owner, spreading of viruses, worms, trojans and data with similar purposes and all activities which constitute a breach of the Agreement or applicable law are forbidden.

The customer also acknowledges and observes the generally accepted rules of etiquette on the Internet ("Netiquette"). A breach of Netiquette constitutes a breach of the Agreement.

Cablecom is entitled to block the content or the connection or account without the prior consent of the customer in the event that the content or actions of the customer could lead to a liability, or in the opinion of cablecom, constitute a breach of the Agreement or applicable law.

Cablecom assumes no responsibility or liability for actions or omissions of the customer. The customer indemnifies cablecom against any and all claims of third parties that arise from actions or omissions of the customer.

6 No assignment / prohibition of commercial use

The reselling of the cablecom hotspot internet Services or parts thereof (small providing) is prohibited. It is in particular not permitted to operate commercial servers (hosting, mailserver, etc.) by means of cablecom hotspot internet or to offer or provide telecommunication services of its own by means of these Services. Cablecom reserves the right to block any such connections or accounts immediately, without any notice.

7 Duration of Agreement and termination

Unless agreed otherwise, cablecom hotspot internet services shall be subject to a minimum contractual period of six (6) months. The services can be terminated in writing at three months' notice with effect from the end of any month by either party.