

FAIR USAGE POLICY MOBILE, INTERNET, AND FIXED NETWORK



1. SCOPE

With most mobile and internet subscriptions, swype offers unlimited access to data and voice services. Our customers form a community that shares a certain volume of bandwidth on our mobile and fixed networks.

Although network performance is constantly improving, there are physical and technical limits to network capacity, so bottlenecks can occur at high-traffic times.

swype therefore asks customers to use our unlimited services as intended and to a reasonable extent for the benefit of all subscribers.

The following rules and measures are intended to ensure that all users can enjoy the best possible user experience, that individual users do not use swype's limited resources at the expense of other users, that stable network availability is guaranteed, and that swype can continue to offer its unlimited services at reasonable prices.

2. INTENDED USE

swype's services shall be provided for the normal types of use they are intended for. In practice, this means, among other things, the following:

- The intended use of swype mobile subscriptions includes the mobile use of smartphones, tablets, laptops and other mobile devices.
- Unless individual products are expressly intended to do so, the mobile subscriptions are not intended to replace the fixed-network internet. This applies, for example, to the stationary use of a SIM card in a router or hotspot device.
- The hotspot function (tethering) of mobile devices is intended solely for personal mobile connectivity and specifically does not serve to link the user's own mobile device with mobile devices of third parties.
- Mobile subscriptions are intended for personal use in Switzerland and may not be used mainly/exclusively abroad for long periods or provided to users abroad.
- Unless expressly provided for in the service description, special applications of mobile and fixed network and internet subscriptions are nondesignated applications and are therefore prohibited. These include, in particular:
 - the resale or provision of services free of charge;
 - the use of call termination services on the mobile network using GSM gateways or similar equipment;
 - the sending of mass text messages or e-mails or automatically generated calls;
 - machine-to-machine connections; and
 - the establishment of direct-dial and permanent connections or monitoring applications with sound and/or video.

Any unintended use constitutes use in breach of contract or misuse (Art. 10 GTC).

3. EXCESSIVE USE

swype's services are intended for normal personal use.

In general, unlimited services may be used indefinitely as long as the use of voice, SMS and data services on the mobile or fixed network is not excessive for a long period ("fair use principle").

If swype demonstrates that a customer's use deviates significant from normal use such that it may cause capacity problems or deterioration of network performance, swype may take network management measures (e.g., deprioritization), suspend, or restrict the provision of services or take any other appropriate measure.

swype reserves the right to take further precautions on the network side and perform product-, application-, or country-specific prioritization if necessary to ensure stable network availability.

swype further reserves the right to change the Fair Use Policy at any time if justified by legitimate interests of swype. Further information about changes to this document can be found in the general terms and conditions.