

General Terms and Conditions Mobile Services GoMo

1. Scope

The General Terms and Conditions Mobile Services ("GTC") apply to all mobile telecommunication services and products ("Service(s)") that Salt Mobile SA ("GoMo") provides to the customer under the GoMo brand, provided no deviating provisions are in place for a specific service or specific group of customers.

The contract is concluded between you and GoMo. GoMo is a brand of Salt. The contractual relationship consists of (i) "your contract with us", (ii) any special terms and conditions, (iii) these GTC, (iv) price lists and the list of fees for additional services, as well as (v) product information (together "Contract") which apply in the order of priority from (i) to (v). These GTC replace all previous versions.

2. Services, equipment, SIM cards

Services: GoMo provides the Services according to the relevant product information. The Services are exclusively provided for normal use (see Section 6), and with devices intended for this type of usage. You are responsible for using the Services in compliance with applicable laws and contractual provisions. GoMo strives to provide uninterrupted availability of Services. However, GoMo cannot guarantee uninterrupted or flawless availability of Services. Furthermore, GoMo is permitted to interrupt or limit its Services for its own purposes such as maintenance, upgrades or rectifying faults. **GoMo is entitled to cease the provision of a Service at any time without compensation.**

Equipment: You are responsible for your own devices and accessories, including installation, adjustment, keeping them in good working order, and compatibility with the networks and Services used, and legal conformity. Equipment bought from GoMo comes with the statutory guarantee and/or manufacturer-specific warranties. In the event of a statutory case, GoMo shall be entitled to provide its guarantee by replacing the device or respective part with an equivalent device or respective part (new or as new) or by repairing the defect. The right of rescission and reduction is excluded. The offer of a replacement device is subject to availability and cannot be guaranteed. If GoMo rents or loans equipment or a device to you, the equipment or device remains the property of GoMo. You are obliged to return the equipment or device undamaged and within a deadline set by GoMo. In case of damage or failure to return, GoMo is entitled to charge you the value of the damaged or not returned equipment or device.

SIM cards: You are liable for all access to or use of the Services and costs incurred by using the Services, even if the Services are used by a third party or if Services are blocked.

3. Prices and payment terms

Prices: GoMo may make the provision of Services dependent on credit limits, prepayments, or security deposits. GoMo may invoice recurring charges in advance. Information on prices, charges, fees, costs for roaming services and paid-for options can be found on <https://www.go-mo.ch/en/tariffs> or in GoMo retail stores. When registering on a foreign network, you are informed by SMS of the maximum costs for roaming services. Receiving these SMS is not possible for certain devices (e.g. tablets, mobile hotspots). Such travel info messages can be deactivated and reactivated for free at my.go-mo.ch. You can block or unblock roaming services or set spending limits for roaming services or modify them at any time for free at my.go-mo.ch. Due to possible delays concerning the billing of costs for roaming services by our partners, the roaming service limits cannot always be guaranteed.

Payment terms: Invoices are payable at the latest by the due date stated on the invoice. If neither a due date nor a period for payment is stated, payment is due 30 days after the invoice date. **If you do not object in writing before the due date, invoices are deemed accepted. Undisputed counterclaims may be offset.** If you default on payment either partially or fully, GoMo may charge you default interest of 5% p.a. and **CHF 30.– for the first payment reminder and up to CHF 75.– for each subsequent reminder.** Further, GoMo may, without further notice and without compensation, suspend Service(s) and/or terminate the Contract immediately. GoMo can appoint a collection agency to recover the amount, or sell the debt to third parties in Switzerland or abroad. You must also reimburse all costs incurred by GoMo or collection agencies as a result of a payment default. In this respect, you must in particular pay the processing fees of the collection agencies. You will find detailed information about all charges on <https://www.go-mo.ch/en/tariffs>.

4. Customer data and data protection

You are obliged to provide GoMo with your current contract address, billing address and email address. GoMo is permitted to legally send information relevant to the Contract by SMS, letter, email or other electronic communication means to the last address or email provided by you. You must inform GoMo immediately of any change in your data relevant to the Contract (in particular changes of name and address). Should your details be incomplete or incorrect at the time of the contract conclusion or should you fail to inform GoMo of a change in your data relevant to the Contract, GoMo may take the actions as set out in Section 6.

Information about how GoMo processes your personal data is set out in the Privacy Policy <https://www.go-mo.ch/en/legal/privacy-statement>.

5. Hiding phone numbers and call barring

You can ask GoMo not to display your number (per call or on a permanent basis), if technically possible with reasonable effort. This service is not available for calls to emergency services and GoMo Customer Services. You can request for free the complete barring of all charged outgoing connections to premium rate numbers (090x numbers, SMS premium services, WAP and internet-based premium services billed on your invoice) or of only 0900 and/or 0901 and/or 0906 numbers and/or value-added services via SMS and/or the barring of only those services with erotic or pornographic content. For SMS premium service content, blocking includes incoming services. The barring of unwanted telemarketing calls, which is done by default in our network, can be deactivated or reactivated at any time on my.go-mo.ch. You can find more information on unwanted telemarketing calls including advantages and disadvantages of barring such calls on www.go-mo.ch/en/legal.

6. Unauthorised use

You are solely responsible and liable to GoMo for the use of the Services, content of information transmitted or processed on your behalf by GoMo and the associated rights, in particular in case of misuse of your devices, network or internet connections and/or SIM cards. Account passwords and personal identification codes must be kept confidential. You must safeguard SIM cards and immediately notify GoMo of any possible misuse by phone and confirm the information given in writing (e.g. in the event of loss or theft of your devices and/or the SIM cards). If you do not comply with this duty of notification, you shall be liable for all damages and costs incurred. For technical reasons, it is not possible to guarantee complete protection from unauthorised access or call interception by third parties. GoMo cannot be held liable for any such event.

Services are provided to you for normal private use as defined in the Contract, the product information and on www.go-mo.ch. If your usage exceeds normal use or is in violation of the law or the Contract, GoMo can take measures to ensure the best service quality for all customers, in particular charging standard unit rates, transfer to a different price plan, internet speed reduction, suspension or termination of the relevant Service(s) or termination of the

Contract, all without prior notice and without compensation. In this regard, please also refer to our normal use policy: www.go-mo.ch/en/legal.

You are not permitted to resell Services, to use Services in the provision of premium rate/mobile communication services (e.g. fax broadcasting, call centers) or to use special applications (e.g. gateways, call-through solutions, M2M, permanent connections, redirecting and forwarding of connections to premium rate numbers, short numbers or other special numbers). GoMo is entitled to immediately and without compensation limit, deactivate and/or terminate any Service(s) and/or deactivate all SIM cards that are used in any way not expressly foreseen in the Contract and/or terminate the Contract.

7. Limitation of liability

For direct damage caused by negligence, the liability of GoMo is limited to the current value of the Services paid by you during the past 12 months, to a maximum of CHF 20'000.–. **GoMo excludes other liabilities, to the extent permitted by law.** In particular, **liability for simple negligence, indirect and consequential damages (loss of profit, savings not achieved, suspension of usage, etc.), loss of data, damage due to downloads or resulting from unauthorised or unlawful use of Services are excluded.** You are responsible for taking adequate measures to protect your devices and personal networks from unauthorised access. GoMo assumes no responsibility for spamming, hacking, transfer of viruses and other attempts by third parties to enter the devices and personal networks used by you and any damage caused as a result. GoMo assumes no liability for damages caused by a temporary or permanent interruption of the network or delay of Services. GoMo cannot be held liable if Services are interrupted, limited in any way or become impossible by force majeure. In particular, force majeure includes power shortages or failures and impacts of harmful software. GoMo is not liable and does not provide a guarantee for any services, goods and information supplied by third parties, even if GoMo is entrusted with the collection of third-party debts.

8. Intellectual property

GoMo grants you, for the term of the Contract, a non-transferable and non-exclusive right to use the Services according to the Contract. All associated intellectual property rights remain in the sole ownership of GoMo or the relevant licensor. You shall refrain from distributing digital content without valid permission or rights from the legitimate owner and hold GoMo harmless if you infringe on the intellectual property rights of a third party and a claim is brought against GoMo.

9. Term and termination

Term: The Contract becomes effective on the date you sign or, in the case of an online order or an order via GoMo Customer Service at the time the electronic contract is generated, always subject to a positive outcome of the final credit check. GoMo may refuse a Contract at its discretion. Unless stated otherwise, Contracts are concluded for the minimum period shown in "your contract with us" and will extend for subsequent 1 month periods. The minimum period will be calculated from the earlier of the date of activation or the completed porting of your number.

Termination: Unless stated otherwise, the Contract can be terminated with 60 days' notice at the end of the minimum period or any extension thereof. All terminations must be made in writing or by phone to the GoMo Customer Service. A termination notice can be submitted at the earliest 6 months prior to the end of the minimum period. If you obtain several Services from GoMo, the Service(s) to be terminated need to be specified. When terminating a Service and/or the Contract, you are not entitled to reimbursement of charges paid. GoMo is entitled to cancel any or all Services and to terminate the Contract immediately and without compensation if you do not use the Services in compliance with the law or with the Contract; if the quality of the GoMo network, or networks provided by third parties, is affected by your usage of the Service(s), if there is reason to believe that you made incorrect or incomplete disclosures when concluding the Contract, if you are in breach of this Contract, if a judicial order obliges GoMo to do so, or if there are predominant public interests for doing so. For termination during the minimum period or any extension thereof, or if GoMo terminates the Service(s) or Contract pursuant to this Section or Section 6, or if you are in default of payment, GoMo may charge the fees stipulated in the Contract. If no fee has been stipulated in the Contract, you must pay the charges for the remaining period up to the end of the minimum period or any extension thereof plus an additional service fee of CHF 199.95. The charges for the remaining period are calculated on the basis of the non-discounted standard charges. These payments become due immediately. In case you purchased a device, any remaining instalments for your device become due immediately. You can also be billed for any free gifts and extras that were included as part of your offer. You can terminate the Contract before the end of the minimum period or any extension thereof for good cause, in particular in case of a continued material breach of Contract by GoMo which has not been remedied despite an appropriate notification, or in case of a continued unavailability of network (force majeure excepted). PrePay SIM cards will be deactivated in the event that no chargeable event (call, SMS, data connection) occurs or no recharge is made for 435 days. PrePay credits will not be reimbursed nor transferred to another operator.

10. Amendments and assignability

Amendments: **GoMo may modify its Service(s) and/or any parts of the Contract (including these GTC) and/or prices, charges, fees, including subscription fees, at any time.** You will be informed in an appropriate way, e.g. by SMS, letter, email, note on the invoice. If you do not agree to essential changes to the Contract that result in a significant overall price increase for you or that are to your significant disadvantage, you are generally entitled to terminate the Service in writing within 30 days of receiving the modification notification, unless GoMo offers, at its discretion, the continuance of the Service(s) or terms as in effect until the proposed modifications or an appropriate compensation for the disadvantage consequential to the modification within 14 days of receipt of your notice of termination. **The changes are accepted if you do not object within the period of 30 days** of receiving the modification notification and shall apply for all of the Services purchased by you that are subject to these GTC. In the case that GoMo lowers prices, charges, fees, including subscription fees, GoMo is entitled to adjust all discounts granted before the decrease accordingly. GoMo is entitled to change usage dependent tariffs such as minute, data, international calls, roaming charges, without prior notice. In case of price changes due to changes in statutory requirements (e.g. VAT, copyright levies), judicial orders or prices from third party providers, **such changes are not considered price increases and do not grant you a right to termination.** **GoMo is entitled to adjust prices, charges, fees, including subscription fees, in line with inflation once a calendar year.** Inflation is determined in accordance with the Swiss Consumer Price Index (CPI) published by the Federal Statistical Office (basis December 2020 = 100 points) and may be rounded up to the next CHF. The initial index shall be the CPI as per November 2023, and for subsequent adjustments the CPI at the time of the last CPI adjustments as per this Section. Should GoMo not make use of a CPI adjustment, or not on all but only on individual Service(s) in one year, GoMo shall not forfeit to do so in the following years or on other Service(s) respectively. **Such price adjustments do not entitle you to terminate the affected Service(s) or the Contract.** Any request by you to change the Services or your handwritten modifications to the Contract have no legal effect unless approved in writing by GoMo. You acknowledge that if the transfer of your number to GoMo fails for reasons for which GoMo is not responsible, the Contract shall remain valid with the temporary telephone number assigned to you. In this case you owe the contractually agreed subscription and usage fees, or alternatively the fee due for any early termination.

Assignment: Any assignment of rights and obligations arising from the Contract or from Service(s) to third parties requires the prior written consent of GoMo. GoMo is entitled to transfer the Contract or any part thereof to third parties and/or to assign such third parties the responsibility of providing the Service(s) or parts thereof.

11. Applicable law and jurisdiction

The Contract is governed by Swiss law. The **place of jurisdiction is Lausanne or Zurich**, or your domicile.

Renens, November 2023