

Terms and Conditions of Use Swisscom Pay

1. General

The Swisscom Pay service enables persons with a fee-based Swisscom subscription (e.g. mobile phone or TV) or a Swisscom prepaid service (hereinafter “Customer” or “Customers”) to purchase online products and services of third parties (hereinafter “Providers”) and to have the amount owing charged to their Swisscom bill or debited from their prepaid balance. The use of Swisscom Pay is governed by these Terms and Conditions of Use in addition to Swisscom's General Terms and Conditions for Services. The latter can be found on Swisscom's website www.swisscom.ch/legalaspects.

2. Procedure

In order to purchase products and services which are to be charged to the Customer's Swisscom invoice or debited from his or her prepaid balance using Swisscom Pay, the Customer must conclude a contract directly with the Provider (hereinafter “Purchase”). The Purchase or order process is presented transparently, either by Swisscom or the Provider, for each transaction. Charges by Swisscom shall only be applied after clear confirmation of the service and price by the Customer. The Customer authorises subscriptions on a one-time basis, whereas in the case of individual purchases, he or she must confirm each purchase individually.

3. Restrictions, Age Limits, Amount Limits

Swisscom is entitled but not obliged to reject transactions.

Information on age and amount limits can be found at www.swisscom.ch/pay.

4. Transparency

Information on Providers, as well as further assistance, can be found at www.swisscom.ch/pay.

5. Duties of care

It is the responsibility of the Customer to comply with his or her duties of care. In particular, the Customer is responsible for ensuring that only authorised persons are able to charge or debit him or her for transactions. For this reason, the Customer must, for example, protect his or her mobile phone with a screen or key lock and must ensure that the TV box is protected with a PIN code, in order to prevent unauthorised use.

6. Prices and terms

The use of Swisscom Pay is generally free of charge for the Customer. Data transmission may be subject to the normal charges specified in the applicable price plan of the mobile subscription or prepaid service.

7. Warranty / Liability

Swisscom disclaims any and all warranty or liability for goods and services paid for using Swisscom Pay. Swisscom shall not be liable for content delivered by Providers that is paid for using Swisscom Pay, even if Swisscom has referred to such websites (e.g. via hyperlinks).