

## **Imprint and General Terms and Conditions of Service for MAXtel Services**

The present General Terms and Conditions of Service are applicable to the premium telephony services provided by BeeOne Communications SA - Route des Jeunes 6 – 1227 Carouge, Switzerland, hereinafter referred to by the registered trademark of MAXtel. The term « customer » refers to all natural and juridical persons making use of MAXtel services and thereby entering into business relations with MAXtel.

The currently applicable version of the General Terms and conditions of Service is available at any time on the following website : [www.maxtel.ch](http://www.maxtel.ch). In case of disagreement on the translation or interpretation of the present General Terms and Conditions of Service, the French version shall be considered the authentic version. MAXtel provides its customers with a premium telephony service allowing the customer to make calls at reduced rates from the Swiss fixed network, as described on the [maxtel.ch](http://maxtel.ch) website. For this purpose MAXtel avails itself of the services of third parties, which contribute to enabling MAXtel to fulfill its contractual obligations. MAXtel is unable to guarantee to the customer an entirely fault-free and disturbance-free service.

By making use of MAXtel services, the customer is deemed to have accepted the present General Terms and conditions of Service.

MAXtel services are limited exclusively to international calls via a Swiss fixed line. They are not available for calls from phone booths or mobile phones. MAXtel services are used by dialing the MAXtel access numbers for fixed-line or mobile numbers in the country the customer wishes to call from his fixed line.

How to place a call using MAXtel:

1. Find the access number for the country of your choice on the Tariffs page of our Website ([maxtel.ch](http://maxtel.ch)).
2. Dial the access number 0900... from a Swiss fixed line to enable a connection with a fixed line or mobile telephone number in the country you are calling.
3. Upon receiving the welcome message and the indication of our tariff, dial 00, followed by the country code and the local telephone number of the person you wish to call.

MAXtel will only charge you for months in which you have availed yourself of our services. The customer will be invoiced for MAXtel services by his or her fixed-line provider (Swisscom, Sunrise, Cablecom, etc....). The cost of the respective calls will be indicated under section « 0900/0840 » of the provider's monthly telephone bill. In accordance with the fixed-line contract of the customer, the fixed-line provider can charge a supplement for calls using a 0900 number. This possible supplement is dependent on the respective contract (monthly flatrate etc.). The customer should contact his or her fixed-line provider for further details.

The data used for billing purposes can be required by the customer from his telephone operator dialling the access numbers of the MAXtel service.

The data comprise the MAXtel numbers dialled, the call duration and the rate billed by the fixed-line operator. The four last digits of the dialled number do not have to be communicated by the fixed-line operator.

Under current legislation, MAXtel has no obligation and in no way supplies to the user of the MAXtel service the national or international numbers dialled indirectly via 0900 access numbers from his fixed line.

Based on current legislation, such information can only be supplied upon request by the competent Swiss legal authorities.

The current tariffs for the use of MAXtel services can be found on the [maxtel.ch](http://maxtel.ch) website. MAXtel reserves the right to change these at any time. By using MAXtel following publication of the new tariffs, the customer is deemed to accept these.

By using MAXtel services, customers authorize the provider to use their telephone number or email for informative or promotional purposes, unless the customer explicitly excludes this, using the contact form available on the [maxtel.ch](http://maxtel.ch) website. Personal data of the customer are treated by MAXtel in accordance with the applicable laws. MAXtel cooperates with third-party companies in Switzerland and abroad and forwards

the personal data of customers to these third parties for processing on behalf of MAXtel. The customer authorizes MAXtel to use his or her personal data for the development of services that are better adapted to the needs of the customer. Moreover, the customer accepts being contacted by MAXtel via email, text message or telephone to be informed about MAXtel services. On the maxtel.ch website the customer can subscribe to the MAXtel newsletter, in order to receive the latest news and special offers from MAXtel. The customer can unsubscribe via maxtel.ch. Customers can also contact MAXtel by post (MAXtel, P.O.B. 1528, 1211 Geneva 26), instructing the company to refrain from sending any further information or special offers.

The customer is obliged to use MAXtel services in accordance with the present General Terms and Conditions of Service, operating instructions and Swiss laws. The use of MAXtel services is permitted exclusively for direct calls among physical persons and for non-commercial purposes. Consequently, machine-to-machine calls are strictly prohibited. MAXtel reserves the right to block the telephone number of the customer for MAXtel services without prior warning or information if there are reasons to suspect that the customer is making non-compliant use of these services.

Customers making use of a switchboard must ensure that their systems are secure in order to preventively block any attempt to place a call without the customer's knowledge. The customer is liable for damage caused by any calls placed without his or her knowledge via a switchboard.

**Under no circumstances** can MAXtel be held liable for wrongful use of its services. This concerns in particular, though not exclusively, the use by a customer of MAXtel services in such a way as to violate the intellectual property rights of a third party by a MAXtel customer. Any customer making such wrongful use of MAXtel services is fully accountable for these actions and thereby relieves MAXtel of any liability.

While using MAXtel, customers are entitled to avail themselves of the services provided by the company in accordance with the present General Terms and Conditions of Service. MAXtel – or third parties thus entitled – reserve all existing intellectual property rights regarding products or service offerings, or such intellectual property rights as may be established in executing the contracts. MAXtel reserves the right to amend its General Terms and Conditions of Service or other contractual provisions. Customers are informed of such amendments on the maxtel.ch website. By using MAXtel following entry into force of the amended General Terms and Conditions of Service, the customer tacitly accepts these. MAXtel may at any time decide to suspend its services. MAXtel is liable only for damage caused intentionally or as a result of gross negligence insofar as this impacts MAXtel services. Under no circumstances is MAXtel liable for loss of profit. In all cases, the place of jurisdiction is Geneva and the contract is governed by Swiss law.