

General Terms and Conditions

1. Scope

These Terms and Conditions (T&C) are valid for all contracts between Peoplefone AG (after „PEOPLEFONE“) and the contract partners (after „customer“ or “customers”) for the Internet Telephony services addressed to private clients.

2. Performance of PEOPLEFONE

2.1. PEOPLEFONE shall provide the customer to phone over internet. Therefore PEOPLEFONE has set up the web site www.peoplefone.ch and the required technical equipment for its services.

2.2. The scope, content and pricing of the services of PEOPLEFONE can be view at any time at the web site under www.peoplefone.ch. PEOPLEFONE reserves the right to amend the scope, content and the prices of the services at any time.

2.3. PEOPLEFONE shall provide its services carefully. Therefore PEOPLEFONE uses modern telecom technology. PEOPLEFONE shall repair faults, which are within its control, within a reasonable time.

2.4. PEOPLEFONE depends by part of its services on the performance of third parties (for example ADSL-access). PEOPLEFONE shall arrange that the quality of third parties is sufficient and faults be repaired in reasonable time. PEOPLEFONE is not responsible for faults from third parties, like functional disruptions and interruptions. Any liability of PEOPLEFONE for direct or indirect loss or damage in this respect is excluded.

2.5. PEOPLEFONE shall allot telephone numbers to customers for their exclusive, non-transferable use from the number blocks assigned to it by the authorities/Telco-companies. The customer will receive the telephone numbers through the PEOPLEFONE-offer. Customers are not entitled to a specific telephone number. The number does not become the customer's property and cannot therefore be sold, pledged, passed on by inheritance or otherwise transferred to third parties without the express permission of PEOPLEFONE. PEOPLEFONE keeps the property of its telephone numbers. PEOPLEFONE may change customers' telephone numbers or other allotted address-elements (like IP-address) for operational or technical reasons or where required by the authorities, without paying compensation.

2.6. PEOPLEFONE shall provide the maintenance of its services. It will accept fault reports on its hotline. It shall repair faults, which are within its control, within a reasonable time and using all reasonable means at its disposal during business hours. If a fault is repaired, the cause of which lies outside PEOPLEFONE, the cost incurred may be charged to the customer.

2.7. PEOPLEFONE is entitled to call in third parties at any time to fulfil its contractual obligations.

2.8. **WARNING - Emergency calls:** The telephony over internet with PEOPLEFONE is offered as a supplement to the fix line telephone. The access to the geographically competent emergency call centers (e.g. police, fire brigade and ambulance numbers) is guaranteed only for calls which are made from the location specified in the subscription agreement. The same applies to determination of the callers location's by emergency call centers.

3. Performances and duties of the customer

3.1. The customer shall be responsible for the lawful (especially also the Internet laws) and contractually agreed use of the PEOPLEFONE services and for the prompt payment of this use.

3.2. The customer shall be responsible for the use of the services, including any use by unauthorised third parties. He must pay all charges appearing for the use in advance.

3.3. The customer must pay all charges for the assigned services received from PEOPLEFONE, independently if it has been used by an authorised or unauthorised third party.

3.4. The customer undertakes the cost of risks for all the used services. The customer is responsible to take the necessary measures to prevent access from third parties and refrains from all activities, which could endanger the system and network security.

3.5. The customer takes measures to prevent unauthorised interventions into other people's systems and the spread of computer viruses. If the customer's domestic system or subscriber equipment causes faults in, or damage to PEOPLEFONE's telephone systems, PEOPLEFONE shall be entitled to discontinue its service without prior notice. PEOPLEFONE can claim for compensation and damages.

3.6. The customer is not to carry out any actions, or to refrain from any such actions, which could in the opinion of PEOPLEFONE infringe legal or contractual provisions or the rights of third parties. The customer is obliged not to use the services of PEOPLEFONE to spread unethical or illegal information nor to violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising) nor to be defamatory, trade libellous, unlawfully threatening or unlawfully harassing, nor to be obscene or contain child pornography nor to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. PEOPLEFONE is entitled to delete all material and data related to the mentioned above as well as to take all possible measurements to prevent such actions.

3.7. PEOPLEFONE assumes no responsibility or liability for actions or omissions of the customer or third parties. The Customer indemnifies PEOPLEFONE against any and all claims of third parties.

4. Duration and Termination of Agreements

4.1. The agreements come into force as soon as PEOPLEFONE has accepted the online application of the customer, found under www.peoplefone.ch, and in any event with use of the services by the Customer. PEOPLEFONE confirms the registration immediately via e-mail.

4.3. PEOPLEFONE reserves the right to reject the application of a customer.

4.3. The customer guarantees that all personal information given during registration is correct and complete.

4.4. Unless stated otherwise in the contractual documents, the agreements are of indefinite duration. Each contracting party may terminate the contract without observing a notice period, provided that no minimum contract term has been established. In the instance of a contract termination by the customer, call charges can not be refunded.

4.5. If a minimum period is agreed upon and the Customer gives notice to terminate the agreement before its expiry, he has no right to receive back the fees paid in advance, even if he no longer uses the services.

4.6. PEOPLEFONE is entitled to terminate part of its services in the event that third parties do not fulfil or terminate their contract of providing that specific service without PEOPLEFONE being at fault.

4.7. PEOPLEFONE is entitled to block the content or connection of a customer without the prior consent of the customer in the event that there are relevant risks for disturbance on the PEOPLEFONE network.

4.8. PEOPLEFONE reserves the right at any time, at its own discretion, to block the connection of the customer, without giving advance notice, in the event that the customer carries out or omits actions which in the view of PEOPLEFONE could lead to liability or which contravene this agreement or applicable law. Here included are the use of PEOPLEFONE services for illegal purposes or with intent to fraud or to manipulate technical equipment.

4.9. PEOPLEFONE reserves the right to dissolve unused peoplefone accounts after 6 months. The calculation of these 6 months starts from the last call made via the customer's peoplefone account. Any remaining balance will not be refunded.

5. Amendments to the contract

5.1. PEOPLEFONE reserves the right to adapt its services, prices, special conditions, the present General Terms and Conditions and all other contractual documents at any time. PEOPLEFONE shall notify customers of any changes in a suitable manner.

5.2. Where a minimum duration has been agreed upon in the contract, customers will have the right to terminate the contract prematurely with no financial consequences on the date on which the new conditions become effective. If the contract has not been terminated, the new conditions are deemed to have been accepted by the customers.

5.3. Where rates of value-added-taxes and duties are modified, PEOPLEFONE will be entitled to adjust its rates accordingly. In this case, customers will not be entitled to terminate the contract prematurely.

6. Methods and terms of payment

6.1. The prices to be paid by the customer are based on the current price list under the web site www.peoplefone.ch. The price lists can be amended by PEOPLEFONE at any time.

6.2. The Customer is obliged to pay in advance the current prices in accordance with the agreed payment schedule using credit card / bank payment.

7. Liability

7.1. PEOPLEFONE is responsible to the customer for due care in the provision of its services. It cannot guarantee the absence of functional disruptions and interruptions, uninterrupted availability of the services at all times, or specific transmission times or transmission capacities. PEOPLEFONE reserves the right to carry out maintenance work at any time which may result in interruption of the services.

7.2. In the event of breach of contract, PEOPLEFONE shall be liable for proven damage, unless PEOPLEFONE can prove that it was not at fault. A liability for damages caused by slight negligence is out of question.

7.3. PEOPLEFONE shall under no circumstances be liable for consequential loss, lost profit and loss of data, due to a temporarily interruption of its services. PEOPLEFONE shall neither accept damage caused by any use of its services which is illegal or in a breach of contract.

7.4. PEOPLEFONE shall not be liable if the provision of its services is temporarily interrupted, restricted as a whole or in part or is impossible as a result of force majeure. Force majeure shall be deemed to include natural events of special intensity (avalanches, floods, etc), hostilities, terrorism, strikes, unforeseen government restrictions, power failure, virus attack, etc.

7.5. PEOPLEFONE gives no undertaking, accepts no liability and does not warrant that information made accessible over the internet will be accurate, complete, up to date, legal and proper, available or provided on time. PEOPLEFONE will not refund any fees and accepts no liability for damage resulting from downloads.

7.6. PEOPLEFONE shall not be liable for damages caused by unauthorised interventions of the customer in the telecommunications-network of PEOPLEFONE, the technical equipment or network infrastructure of the customer. PEOPLEFONE shall also not be liable for damages that have been caused through the wrong installation, use or operation of the equipment nor through not following the instructions marked in the web site, the user manual or in other product information by the customer or from him authorised third parties.

7.7. PEOPLEFONE shall not be liable if the provision of its services is temporarily interrupted, restricted in whole or in part or is impossible and if the cause of it lies outside PEOPLEFONE. The customer indemnifies PEOPLEFONE against any and all claims of third parties until the problem is solved.

7.8. PEOPLEFONE shall not be liable for damages of the customer that are caused through hacking and spamming. Should the hacking-attack come from a customer, PEOPLEFONE may terminate its contract without notice. PEOPLEFONE reserves the right to institute legal steps and to claim for appropriate compensation.

8. Orders and delivery conditions

8.1. The following order and delivery conditions are solely valid for the contract relation between PEOPLEFONE and the customer at the time the order has been set. Divergent conditions of the customer are not accepted by PEOPLEFONE.

8.2. When the customer sends an order, he will receive a confirmation e-mail from PEOPLEFONE with the details of his order. The order is an offer for closing a purchase-contract. PEOPLEFONE accepts this offer, when it confirms by e-mail, that the item has been sent. No purchase-contract will apply for items of one order that have not been confirmed by e-mail. The purchase-contract is closed with PEOPLEFONE. PEOPLEFONE does not sell products to persons under the age of eighteen (18).

8.3. Without other agreement, the delivery will take place from the warehouse to the delivery address of the customer. The delivery takes place by the Swiss post office. PEOPLEFONE delivers only in within Switzerland. Information about the delivery time are not binding, with the exception when the delivery date has expressly been confirmed.

8.4. The customer is entitled to terminate the contract by written (also with e-mail) or by returning the purchased item within 10 days of delivery. PEOPLEFONE is entitled to refund partially in the event of the product's reduced value through use.

8.5. Objections for any lack to goods can be made valid in within 10 days. If the examination of the unsatisfactory goods results from culpable behavior of the buyer (e.g. damage by inappropriate handling), the buyer has to take over the cost of the replacement.

8.6. With the supplied goods the warranty is limited to one replacement. Requirements on cancellation of the contract or reduction of the remuneration are impossible, if a replacement is possible in appropriate period.

8.7. Should the supplier of PEOPLEFONE, even though obliged by contract with PEOPLEFONE, not be able to deliver the items, PEOPLEFONE is entitled to withdraw the contract. In this event the customer will be informed immediately that the ordered product is not available. The advanced payment will be refunded immediately.

8.8. The customer has to pay with credit card in advance. The prices and transport costs can be viewed at the web site www.peoplefone.ch.

8.9. If PEOPLEFONE breaks negligently a relevant contract element the obligation for refund of damage is limited to the typically caused damage. The limitation period consists of twenty-four (24) months since delivery.

8.10. The personal data is kept confidentially by PEOPLEFONE according to the data protection law. PEOPLEFONE does not pass data on to third. The user data will under no circumstances be given out for foreign commercial. PEOPLEFONE is however obligated to cooperate, if it is requested for legal reasons to make customer information available.

9. Applicable law and Jurisdiction

The contract is governed by the laws of Switzerland. The place of jurisdiction is Zurich. Mandatory places of jurisdiction remain reserved. PEOPLEFONE is, however, entitled at its own option to initiate legal proceedings at the domicile or the registered offices of the customer.