

GENERAL TERMS AND CONDITIONS

1. Scope of validity

These general terms and conditions (hereinafter referred to as «Aldi Mobile general terms and conditions») apply to all Pre-paid services and products (hereinafter referred to collectively as «Services») that Sunrise UPC LLC (hereinafter referred to as «ALDI Mobile») provides to customers under the brand name «ALDI Mobile». The nature and scope of the contractual services are set out in the special terms and conditions for the respective services, the provisions of the respective contracts and the current service descriptions and offer conditions presented in brochures or on www.aldimobile.ch («ALDI Mobile website»). Clause 2 remains reserved. These general terms and conditions shall be regarded as accepted by the customer at the latest when the relevant services are obtained.

2. Prices

The prices for products and services valid at the time the contract was concluded shall apply, as will the fees for other services as published on the ALDI Mobile website or on other price lists published by ALDI Mobile.

3. Mobile network and services

The network coverage indicated by ALDI Mobile is not binding. The continuous and comprehensive availability of services, domestically and abroad, cannot be guaranteed, as these may also be influenced by factors that are beyond the control of ALDI Mobile. Even well-covered areas may experience gaps in signal coverage. ALDI Mobile reserves the right to temporarily restrict or suspend services, for example due to maintenance work on the network, capacity bottlenecks, malfunctions in the facilities of ALDI Mobile or third parties, energy shortages, etc. ALDI Mobile endeavors to remedy any disruptions that lie within its sphere of influence as quickly as possible.

Making calls abroad is possible insofar as ALDI Mobile has a roaming contract with foreign mobile service providers. The scope of the roaming services is determined by the foreign provider's offer. In countries with several possible providers, ALDI Mobile shall determine the respective roaming partner.

ALDI Mobile does not guarantee any minimum availability for data traffic on its mobile network. The bandwidths and transmission speeds listed represent best-case performance and cannot be guaranteed. The actual Internet speed is dependent on factors such as network coverage, network utilization, network quality and network expansion, and may be lower than the indicated maximum data.

4. Service options

Service options for mobile services include additional supplementary features and are billed according to the conditions specified on the ALDI Mobile website.

ALDI Mobile reserves the right to expand, limit, cancel or otherwise change service options at any time. The underlying contract is not affected by the restriction or elimination of a service option. The cancellation of a service also covers all the service options associated with the canceled services. The cancellation of a service option does not affect the underlying service.

5. Phone number, SIM card

The identity of the customer shall be registered in accordance with the legal requirements. The connection will not be activated until the registration process has been completed. Customers have no legal entitlement to keep an assigned phone number or pass it on to third parties. ALDI Mobile may revoke or change assigned phone numbers if this is required for legal, regulatory, operational or technical reasons. Customers are not entitled to compensation. After termination of the contract, the phone number will revert to ALDI Mobile, unless the number is ported.

SIM cards are for personal use and may not be transferred or sold to unknown third parties. As a general rule, the caller's number will be displayed to the call recipient. ALDI Mobile can initiate a temporary or permanent phone number suppression on request. However, for technical reasons, this cannot be guaranteed, especially not for SMS, calls from or to foreign networks or emergency numbers. There is always a charge for replacement SIM cards or switches to a different card format. Temporary SIM cards will be deactivated once the phone number porting process has been successfully completed.

6. General rate details

Unless otherwise stipulated in the service descriptions, the following provisions apply:

- As a basic rule, connections to special numbers (e.g., 084x, 090x, 18xx) are not possible. Connections to other countries, connections within and from other countries are only possible with an additional fee-based service option and only in certain countries.
- SMS/MMS flat rates only apply to SMS/MMS messages sent within Switzerland.
- Data allowances, included credit balances or specific recording capacities that remain unused for a particular period will expire and are not rolled over to the next period.
- Calls from Switzerland to all value-added services or special numbers abroad are blocked.
- For mobile Internet connections, included MB/GB can only be used in Switzerland. Mobile Internet connections abroad are only possible with an additional fee-based service option and only in certain countries.
- Charges calculated on a per-day basis refer to the time of first usage until midnight of the same day.
- Voice messages are deleted after 8 days. ALDI Mobile assumes no liability for information that is deleted or otherwise lost.
- The speed of mobile Internet can be reduced after using a certain daily or monthly data volume in accordance with the product description in the overview of rates.

7. Obligations of ALDI Mobile

ALDI Mobile is free to choose any technical resources it deems suitable for delivery of the agreed services, unless agreed otherwise by contract. These technical resources include, for example, infrastructures, platforms, transmission technologies/protocols and user interfaces.

ALDI Mobile strives to ensure its services and networks are of flawless quality. Any disruptions that are within the sphere of influence of ALDI Mobile will be resolved as quickly as possible. ALDI Mobile is released from its service obligation in cases of force majeure. Force majeure is defined as all unforeseeable events as well as such events whose effects on the fulfillment of the contract are beyond the control of either contracting party.

ALDI Mobile is not obliged to monitor the consumption of services. ALDI Mobile is entitled, but not obligated, to inform the customer if their user charges increase excessively.

8. Obligations of the customer

For the contract duration, the customer is obliged to use the services of ALDI Mobile in a manner that is in accordance with the contract and to pay in advance for the services provided.

The customer must prove their identity by means of an official identification document when applying or registering, keep ALDI Mobile informed of their current name and address details at all times and declare any changes to these details immediately, either online or in writing. ALDI Mobile is entitled to withhold its contractual services until the customer has provided this data accurately and in full and has given proof of their identity. The customer's obligation to pay for the services remains unaffected.

Prepaid cards are for personal use and may not be given or sold to unknown third parties.

The customer must follow all security instructions recommended by ALDI Mobile. In particular, they must protect their devices from unauthorized access by third parties, back up data regularly to protect it from loss and store access data, passwords and PIN numbers carefully, ensuring they do not disclose them to third parties. If the customer loses their access data, passwords, PIN numbers or a SIM card, they must notify ALDI Mobile immediately. Until they have done so, the customer will, in any event (e.g., if a third party uses the services), be obligated to pay for the services used by the respective connection.

9. Payment, activation

Prepaid top-ups will be credited to the customer's respective account. The customer can increase their balance by transferring money to their account at any time.

Reasoned objections to charges must be submitted to ALDI Mobile within 30 days. Otherwise, the charges shall be deemed to be accepted. The connection will only be activated

subject to prior registration of the customer in accordance with the legal requirements.

10. Data protection

In the context of providing services for the customer, ALDI Mobile may collect personal data, procure it from third parties, store it, process it and pass it on to third parties, while observing the applicable data protection standards at all times. If permitted by law, or if ALDI Mobile has overriding interests to do so, or if the customer has given their consent, ALDI Mobile may process collected personal data for the following purposes:

- a) To verify the requirements for signing a contract
- b) To fulfill contractual obligations towards the customer
- c) To cultivate, develop and maintain the customer relationship
- d) To individualize services or provide personalized content, e.g., by making evaluations of a demographic nature, of usage behavior and of user interests
- e) To validate the given address
- f) To prevent illegitimate use of services (particularly to prevent instances of fraud when concluding a contract and during the duration of the contract)
- g) To promote, structure and further develop ALDI Mobile products
- h) For publication in directory files.

If the customer purchases third-party services from ALDI Mobile, then ALDI Mobile may pass on to that third party the customer data that it needs to fulfill its contractual obligations towards the customer. If ALDI Mobile brings in third parties located either in Switzerland or abroad, those third parties are contractually obliged to comply with the measures required under applicable data protection law. More information on the use of personal data can be found in the privacy policy at www.aldimobile.ch.

11. Misuse

Services may not be used in an improper manner, contractually or lawfully speaking. In particular, the following examples are considered to be instances of improper use:

- a) Using the services in an unauthorized way
- b) Resale or free provision of services
- c) Using the services to forward calls onto the mobile network of ALDI Mobile by means of GSM gateways or similar equipment
- d) Creating continuous connections or connections that result in direct or indirect payments or other compensatory measures made to the customer by third parties
- e) Forwarding connections to short codes or value-added service numbers
- f) Dissemination of mass advertising or harmful software
- g) Connecting incompatible devices to the ALDI Mobile infrastructure
- h) Unauthorized access to or unauthorized use of data, systems and network elements
- i) Excessive usage that can lead to a system overload or network congestion.

The resale or provision of services to third parties may only take place if ALDI Mobile has provided prior written consent. Enterprises that are affiliated with a customer are also considered third parties within the meaning of this clause. The customer shall hold ALDI Mobile harmless in the event of third-party claims that are the result of the customer misusing the services. If an act of misuse takes place that is of detriment to the customer, ALDI Mobile must be informed immediately.

12. Blocking

ALDI Mobile may fully or partially block its services without prior notice, or restrict them to certain services, if there is an important reason to do so pursuant to clause 14, or if blocking is in the presumed interest of the customer, e.g., if the services are being abused by third parties. The customer will be informed of the blocking via an appropriate medium of communication.

The block can remain in force until the reason for the blocking has been rectified. If the customer is responsible for the reason

behind the block, the customer's obligation to pay for the service during blocking remains unaffected, and the customer can be charged a fee of CHF 50.– for each incidence of blocking and unblocking, as well as any costs associated with a replacement SIM card.

13. Liability

ALDI Mobile accepts no liability for force majeure or damage that is either beyond the control of ALDI Mobile or that resulted from the blocking or cancellation of services. Otherwise, in the event of a breach of contract, ALDI Mobile will pay compensation for property damage and financial loss culpably caused by ALDI Mobile for each loss event up to an equivalent value of the services provided during the last year of the contract, with a maximum of CHF 50,000. Liability for indirect or consequential damages, as well as lost profits and data losses, is excluded in all cases.

14. Cancellation

If a Prepaid mobile connection from ALDI Mobile is not used for 12 months, ALDI Mobile reserves the right to suspend the mobile connection without giving advance notice. If the customer does not request reactivation of the connection within the next 6 months, ALDI Mobile reserves the right to cancel the contract and reclaim the phone number so that it can be reissued. Any remaining credit balance will be paid out to the customer upon request, minus an appropriate processing fee and only in the event of non-use. Initial credit or other credit provided to the customer for free will be excluded from this disbursement.

Apart from that, the payment or transfer of account balances to another provider or ALDI Mobile account is excluded.

15. Cancellation for good cause

If there is good cause for doing so, ALDI Mobile is entitled to terminate the respective contracts with the customer or all/individual services contained therein without notice. Good cause shall be deemed to exist, in particular, when:

- a) There are indications that the customer is using the services for purposes that do not comply with the contract
- b) A judicial authority orders ALDI Mobile to stop providing the service to the customer
- c) The usage of ALDI Mobile or third-party networks is impeded by the customer
- d) There is reason to believe that the customer provided incorrect or incomplete information when they signed the contract
- e) Prevailing public interests require it
- f) There is a case of misuse as defined in clause 11.

16. Changes to the terms of contract by ALDI Mobile

ALDI Mobile reserves the right to change the terms of contract at any time if ALDI Mobile has legitimate interests that justify this. Customers will be informed of any changes in an appropriate manner and with a reasonable advance notice of up to 30 days.

The customer must accept changes to the terms of contract for technical and operational reasons, as long as these are beneficial for the customer or result in a negligible decrease in services without affecting any substantial provisions of the contractual relationship. Furthermore, amendments that are necessary as a result of statutory requirements (e.g., increase of the sales tax or copyright fees) or judicial orders shall be admissible.

If, in other cases, ALDI Mobile changes the prices or services and either the total charge (price) for the customer increases or individual services are significantly diminished, the customer can terminate the contract or the corresponding services as of the date the change takes effect. In this case, the customer is only entitled to a refund of their remaining credit.

17. Other agreements

ALDI Mobile relays all business correspondence electronically via e-mail or SMS. The e-mail address which the customer provided and which is on file for their customer account is considered to be the customer's delivery address. A message is deemed as received once it has been received by the receiving device, regardless of whether the customer or another person is using the device at that time.

The customer waives their right to offset reciprocally payable sums with respect to any claims made against ALDI Mobile. ALDI Mobile may transfer the contract to third parties without the customer's consent.

18. Jurisdiction and applicable law

The contract is governed by Swiss law. The place of jurisdiction is Zurich. Mandatory jurisdictions of federal law remain unaffected.

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