GENERAL TERMS AND CONDITIONS

1. Services of Monzoon Networks AG

General

Monzoon will provide agreed services to the Customer with due care and in accordance with the contract.

Monzoon Networks AG (hereinafter "Monzoon") shall provide the Customer with use of Monzoon's internet access systems (hereinafter "Access"). Monzoon also supplies system solutions that use Wi-Fi, Internet-of-Things (IoT), VPN, and other technologies. Upon request, Monzoon can also provide for sale or hire operational hardware and associated consultancy services. Information on the nature of Monzoon products and services and related Specific Contractual Provisions can be found in Monzoon's current brochures and on its website. Monzoon may subcontract third parties for the provision of services.

Precedence of documents

The following order of precedence of documents shall apply, unless otherwise agreed
- order/sales acknowledgements and contract agreements
- specific contractual provisions associated with the scope of delivery and services
- these General Terms and Conditions
- current service or product descriptions

2. Customer obligations

General

The Customer is responsible for using his/her Access and any purchased hardware in compliance with all legal and contractual provisions and for paying on time.

Customer equipment

The Customer is solely responsible for purchasing and installing the terminals and for ensuring their functionality and compliance with legal provisions. Monzoon shall not grant the Customer any investment protection.
The Customer is responsible for taking measures to prevent unauthorised access to third-party systems and the spread of computer viruses. Should the Customer's terminal or Access cause malfunctions or damage to the equipment owned by Monzoon or a third party, Monzoon may discontinue its services and claim for damages without any advance notice or any compensation.

Responsibility for use

The Customer is responsible for all use of his/her Access, including use by third parties. In particular, the Customer must pay all charges billed for the use of his/her Access. This also applies to goods or services which were procured or ordered through his/her Access. Usernames and passwords and any other security codes that may be assigned should be stored carefully and separately from the terminals and should not be disclosed to any third party.

3. Pricing

General

Prices set down in the latest Monzoon price lists are decisive. Monzoon may announce prices immediately prior to the use of a particular service or purchase of hardware or may list them on its website. Prices for individual services requested by the Customer will be communicated by Monzoon upon request. The Customer shall be liable to pay from the moment that the Access is activated or hardware is delivered. The Customer shall be invoiced for all charges incurred pursuant to the contract even during any time his/her connection is blocked. Monzoon has the right to charge the customer a surcharge for creating and sending a paper invoice.

4. Invoicing and payment terms

General

Monzoon issues invoices on a product-specific basis on the agreed billing dates listed in its records. In the event that the Customer objects to the bill, the invoice shall remain valid as long as Monzoon's technical examination reveals no evidence of billing error. Invoices are payable by the due date indicated on the invoice. If none is indicated, the due date is 10 days after the invoice date. The Customer may contest the bill in writing, stating the reasons for contestation, before the settlement date. Failure to do so is understood as an implicit acceptance of the

bill. All outstanding amounts are due and payable upon termination of the contract. The Customer may not use any counterclaims to offset the amounts payable to Monzoon.

Customer payment

Payment is to be made in Swiss Francs, unless otherwise agreed during the order process. If payment is made by credit card or any other instant payment method, the Customer will be charged at the moment that the order is placed.
For advance payments, delivery will only take place after receipt of payment.

Default in payment

If the Customer fails to pay the invoice by the due date or to submit a substantiated objection in writing, Monzoon may discontinue the provision of services for all contracts concluded with the Customer without any further notice (e.g., by blocking his/her Access), take additional measures to prevent further loss and/or terminate the contract without notice and without compensation. If a reminder has to be issued, Monzoon will charge reminder fees. The Customer is responsible for all expenses incurred by Monzoon as a result of default in payment.

Credit limits, advance payments, and security

Monzoon may set and revise credit limits. When the Customer has reached the credit limit Monzoon may or may not block all of his/her Access. Monzoon shall notify the Customer of all acceptable means of payment (e.g., direct debit, credit card) to ensure that the credit limit is not exceeded or to reduce the balance to below said limit. As soon as they have been entered into Monzoon's accounting system such payments shall be credited on the next invoice. Any previously issued invoices, however, are payable in full, irrespective of such payment. If Monzoon has any doubts as to whether the contractual payment terms will be met or if collection may become more difficult, Monzoon may request advance payment or security. If the Customer fails to make advance payment or provide security Monzoon may take the same measures as described for default in payment.

Ordering or using goods and services

If the Customer orders or acquires goods or services from Monzoon, Monzoon may charge the respective amounts to the invoice. The provisions on default in payment are also applicable, even if Monzoon merely handles collection for a third party. Monzoon is authorised to disclose the data required by a third party to document the latter's claims against the Customer.

5. Information content, utilisation in compliance with legal and contractual provisions, misuse

Information content

The Customer is responsible for the content of information (data or voice, in any form) which he/she requires Monzoon to transmit or process or which he/she makes accessible to a third party. Monzoon is not responsible for the above, nor for the information received by the Customer via the Access nor any information disseminated or made accessible by a third party via the connection.

Use in compliance with legal and contractual provisions

The Customer is responsible for using his/her Access in compliance with all legal and contractual provisions. Using a connection for the purpose of disturbing or harassing a third party (such as through spamming) or for impeding the proper use of another network connection or for any other unlawful purpose is prohibited. The term "unlawful purpose" encompasses the transmission or provision of illegal content, as well as advertising campaigns or messages where the sender knows (or must be aware) that the recipient does not wish to receive promotional calls or messages.

Use by third parties

The direct or indirect use of Monzoon services by third parties is not permitted without prior written permission from Monzoon. In particular, the Customer is prohibited from disclosing passwords for the use of Monzoon services to third parties, or otherwise facilitating unauthorised third-party use.

Measures against misuse

In the event of justified presumptions of unlawful use of Access, or if such use is reported by the responsible authorities or if it has been determined by a legally enforceable judgement, Monzoon may instruct the Customer to use the connection in compliance with all legal and contractual provisions, discontinue its services without advance notice or compensation, terminate the contract without notice or

compensation and, if applicable, claim compensation for damages. Monzoon may also take said measures if there are reasons to assume that the Customer is violating or will violate the contract or that he/she provided inaccurate or incomplete information at the time the contract was signed. Should Monzoon terminate the contract for any of the above reasons, the Customer is responsible for payment pursuant to the contractual provisions on premature termination of the contract.

6. Data protection

General

Monzoon complies with the prevailing laws with regard to handling data, particularly the laws on telecoms and data protection. Monzoon only collects, stores and processes the data required for providing the services, for handling and maintaining customer relations, particularly to ensure high-quality services, operational reliability and infrastructure and for invoicing purposes.

The Customer accepts that Monzoon may, in connection with the conclusion and performance of the contract, request information concerning his/her person, pass on information regarding his/her payment history, use his/her personal data for the needs-specific design and development of services and customised offerings, and use his/her personal data for the same purposes within the Monzoon Group. If a service is provided jointly by Monzoon and a third party, or if the Customer receives third-party services via the Monzoon network, Monzoon may disclose the Customer's data to a third party, insofar as this is necessary for the provision of such services.

Monzoon takes precautionary measures to protect its network against third-party access. However, full protection against unauthorised access or unlawful wire-tapping cannot be guaranteed. Monzoon shall not be liable for such intrusions.

Monzoon provides in its privacy policy a detailed overview of how it handles customer data.

7. Intellectual property

For the duration of the contract, the Customer shall be granted the non-transferable and non-exclusive right to use Monzoon's products and services. The content and scope of this right is stipulated in the contract documents. All intellectual property rights to Monzoon products and services, both existing rights and rights arising in connection with the performance of the contract, shall remain the property of Monzoon or entitled third parties.

8. Restricted use

Monzoon shall make every effort to provide a high level of availability for its network. However, Monzoon is unable to guarantee continuous, trouble-free operation of its network or certain transmission times or capacities. Monzoon reserves the right to service its network at any time, which may result in temporary disruptions. No representations or guarantees are made with regard to availability, quality, operation or support for Internet access or connections to third-party networks. The electromagnetic fields created by Monzoon's transmission devices or by terminal equipment can be affected by devices such as microwaves, and this may impair their function. To prevent such interference, the manufacturers' safety measures should be observed and adequate distance should be maintained. The Customer is responsible for obtaining information on prohibited and restricted use (for example, when driving or during air travel) and for obeying such rules.

9. Monzoon's liability

General liability

In the event of breach of contract, Monzoon shall be liable for any proven damage, unless it can prove that it was not at fault. Monzoon shall not be liable for damage arising from simple negligence. Monzoon is only liable for consequential damages, lost profits, and loss of data insofar as such damages cannot be excluded under Article 100 of the Swiss Code of Obligations. Furthermore, Monzoon shall not be liable for damage resulting from unlawful use of its services or use of its services in violation of this contract. Monzoon shall not be held responsible if services are partly disrupted, restricted in whole or in part, or unavailable as a result of force majeure, specifically major natural disasters (avalanches, floods, etc.), acts of war, strikes, unforeseeable official restrictions, power outages, viruses, the circumvention of blocking sets, PC diallers, hacking attacks etc. If Monzoon cannot fulfil its contractual obligations as a result of force majeure, the fulfilment of the contract or the date for fulfilment of the contract will be deferred according to the nature of the event. Monzoon shall not be held responsible for any losses incurred by the Customer as a result of the contract's fulfilment being deferred.

The Customer shall be liable to Monzoon for all loss or damage arising out of the Customer's breach of the business relationship.

Information services and Internet access in particular

Monzoon makes no representations and accepts no responsibility with regard to the accuracy, completeness, topicality, lawfulness, usefulness, availability or timely provision of any information which is accessible via the Customer's Internet access. Monzoon shall not reimburse any fees and accepts no responsibility for damages resulting from downloading information. Should the Customer use his/her Access to purchase goods or services from a third party, unless otherwise specifically agreed, Monzoon shall not be deemed to be the contractual party. Monzoon accepts no responsibility and makes no guarantee with regard to the goods and services ordered or obtained via the Customer's Access, even if Monzoon handles the collection of third-party claims against the Customer.

10. Warranty

In the event of a claim in warranty arising from a material defect, the Customer shall at first only be entitled to repair of the defect in respect of the service concerned. If this repair is unsuccessful, the Customer shall be entitled to a reduction following an appropriate period to be determined by Monzoon or, in the event of a serious defect, have the right to withdraw from the contract.

11. Contract start date

Unless otherwise agreed in writing, the contract shall enter into force on the date specified in the contract documents.
The display of products and prices in Monzoon's general sales materials and online shops constitutes an invitation to treat only. The order confirmation issued by Monzoon for an order placed by the Customer is decisive for the conclusion of the service or purchase contract.
In the event that the Customer receives services from Monzoon prior to the conclusion of the contract, then upon conclusion the contract shall retroactively enter into effect from the date that the service commenced.

12. Term and termination of the contract

The contract is concluded for an indefinite period. Subject to specific provisions in other elements of the contract, the contract may be terminated in writing by either party upon 60 days' notice.

If a minimum contract term has been agreed upon and the Customer terminates the contract before expiry of this term, he/she shall remain liable to Monzoon for payment of services for the remaining term. Monzoon is entitled to terminate the contract at any time without notice and without compensation where the Customer commits a material breach of contract or there is any other substantial reason to terminate the contract and may proceed to demand payment of services for the remaining term.

13. Overview of services; amendments

Overview of services
Monzoon may forward in suitable form an overview of certain or all services drawn by the Customer from Monzoon. Unless the Customer requests a correction of erroneous information in writing, via fax or e-mail within the time specified on the overview, the overview of services shall become an element of the contract. Should Monzoon determine that the overview of services contains erroneous information, a corrected version may be forwarded to the Customer.

Amendments
Monzoon reserves the right to change its services, prices and the current General Terms and Conditions and Specific Contractual Provisions at any time.

Monzoon shall notify the Customer of other amendments to the contract in sufficient time for him/her to be able to terminate the contract in compliance with the period of notice. Without written notice within this period, any amendments to the contract shall be deemed accepted by the Customer. If requested by the latter, such amendments requested by the Customer may be confirmed by Monzoon in suitable form. Unless the Customer requests a correction in writing, via fax or e-mail within the time specified on the order confirmation or the overview of services, the amendment shall become an element of the contract. Monzoon shall note the date of the amendment.

Any amendments to the contract requested by the Customer may be confirmed by Monzoon in suitable form. Unless the Customer requests a correction in writing, via fax or e-mail within the time specified on the order confirmation or the overview of services, the amendment shall

become an element of the contract. Monzoon shall note the date of the amendment. Monzoon shall provide separate information on the options and terms under which the Customer may directly make changes.

14. Transfer

The transfer of the contract or any rights or obligations arising thereunder are subject to the written consent of both parties. However, Monzoon is authorised to transfer this contract or individual rights or obligations arising thereunder without the Customer's consent to Monzoon or to another company directly or indirectly controlled by Monzoon.

The Customer shall notify Monzoon in writing of any legally effected transfer of contract before entry in the Commercial Register. In the event that the new contractual relationship cannot reasonably be maintained with the new contacting party, Monzoon shall be entitled to terminate the contract for good cause.

15. Place of jurisdiction and applicable law

The present agreement is subject to Swiss law to the exclusion of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods).

The place of jurisdiction shall be Zurich.

Compulsory courts of jurisdiction remain reserved.