

GENERAL TERMS OF USE

eCall SMS and Fax Service

1. Scope

These terms of use apply between F24 Schweiz AG, 8832 Wollerau, Switzerland (hereinafter referred to as "F24 Schweiz AG") and any natural or legal person (hereinafter referred to as "subscribers") who have signed up for the eCall service.

2. Purpose

F24 Schweiz AG provides access to eCall services to subscribers as detailed on the eCall website and in accordance with the applicable fee schedule. By subscribing to eCall and using eCall's services, subscribers accept these terms of use. This service agreement does not apply to any other, third-party services used online by subscribers. F24 Schweiz AG is not liable for these.

3. Services

24/7 access to the service is agreed to the extent technically possible. Technical disruptions for which F24 Schweiz AG is responsible will be rectified as soon as possible. Otherwise, F24 Schweiz AG is available to provide subscribers with technical assistance and help with installation and application issues during normal office hours. If the level of support required by subscribers exceeds the usual scope or is caused by their improper use of the service or a malfunction of their equipment, F24 Schweiz AG expressly reserves the right to charge additional fees for such extra support.

4. Subscriber rights and duties

4.1 Unless otherwise agreed in writing in advance with F24 Schweiz AG, only subscribers may use the contractual services of F24 Schweiz AG. Subscribers are expressly prohibited from making these services available to third parties. They may transfer their contractual rights and duties to third parties only with the express written consent of F24 Schweiz AG.

4.2 Subscribers are responsible for each use of its connection to the services and agrees to comply at all times with the applicable domestic and international legal provisions when using and using said services (for distribution or retrieval), in particular the regulations of data protection, telecommunications, copyright, and criminal law.

4.3 Subscribers will notify F24 Schweiz AG if they become aware that the services offered are being used illegally by third parties (hackers, etc.).

4.4 Subscribers agree to take precautions to ensure a secure flow of data in order to prevent unauthorised interference with third-party systems and the spread of viruses. They will endeavour to reduce existing privacy risks in their systems (emails, newsgroups, file transfers, etc.) as much as possible using such methods as encryption, periodic password changes, etc.

4.5 Subscribers shall keep the equipment (hardware and software) used to access the services of F24 Schweiz AG in good working order. Subscribers shall bear the necessary material and installation costs as well as the ongoing telecommunication costs.

4.6 Subscribers will only send messages to recipients whom they know have agreed to receive the same.

4.7 Subscribers are solely responsible for the content of their messages as well as the frequency and the times they are sent. In particular, subscribers are prohibited from transmitting illegal or harassing content. The subscriber is expressly prohibited from renting numbers from F24 Schweiz AG and using these numbers to register with online services or to use these numbers for multi-factor authentication. Such online services include messenger services, online marketplaces and money transfer services (explicitly non-exhaustive list). F24 Schweiz AG has the right to deactivate numbers used in this way, to suspend the subscriber's account and to deregister numbers from online services without prior notice. The subscriber is obliged to support F24 Schweiz AG on request in deregistering from such online services. F24 Schweiz AG has the right to suspend subscriber accounts without prior notice if there is reasonable suspicion of misuse.

4.8 If subscribers are sending promotional messages, they must provide a hotline number in the text.

4.9 Any illegal users discovered or reported will be blocked by F24 Schweiz AG.

4.10 Subscribers shall eliminate or take the necessary steps at their own cost to eliminate risks arising from offenses or events (hacker attacks, crashes, virus attack, etc.) on connected computer equipment and which are not the result of the intentional actions or gross negligence of F24 Schweiz AG, since they are in control of the extent of their privacy risk and must take action to optimise their level of protection through firewalls, data backups, virus protection, etc.

4.11 Any disclosure of credit card numbers, passwords, or sensitive data is done at the sole risk of subscribers. The risks associated with online shopping lie entirely with subscribers. The above does not apply if F24 Schweiz AG is guilty of wilful misconduct or negligence.

4.12 The sending of messages with chargeable numbers (e.g. 0900...) in the text is not permitted.

4.13 Accounts that are not used for a continuous period of 12 months (no login has been recorded) will be automatically deleted with any remaining credit forfeited.

5. Data protection

The privacy policy of F24 Schweiz AG, as amended, applies. It is posted within the relevant service and at www.ecall-messaging.com.

F24 Schweiz AG may provide users with information about other products or services of F24 Schweiz AG (e.g. in the form of a newsletter or by post). If users no longer wishes to receive such messages from F24 Schweiz AG, they may unsubscribe at any time by email to office_ch@f24.com, by post, or by calling using the contact details given on www.ecall-messaging.com.

6. Liability

Any liability of F24 Schweiz AG to users for their use of the service is excluded to the extent permitted by law.

7. Final provisions

F24 Schweiz AG reserves the right to change these terms of use. In each case, the current version, which can be viewed at www.ecall-messaging.com, shall apply.

Swiss Law is applicable to these terms of use, excluding the rules of international private law. The exclusive place of jurisdiction for all disputes arising out of or in connection with these terms of use is Wollerau, Switzerland.