

Product Description Monsoon DSL

1. General

Monsoon DSL is a product from Monsoon Networks AG, which includes various internet access products. The subscriber contract, product description, price list and general contractual terms and conditions are part of the contract closed between Monsoon Networks AG and the subscriber for product and / or value added services chosen by the subscriber.

The closure of the subscriber contract and use of the services / and / or value added services the subscriber accepts the content of the before mentioned contractual documents.

2. Scope of Services

The subscriber will be provisioned an Internet access service within the technical and commercial possibilities of Monsoon Networks AG. The service availability and available bandwidth are to be understood as "Best Effort". The cabling distance from the subscriber point of access and the telephone system central office can eventually affect the bandwidth and availability of the chosen service. The permanent availability of the DSL service is not guaranteed.

The installation and configuration of the subscribers PC or laptop and the positioning of the customer DSL router is not part of the service provided by Monsoon Networks AG.

3. Monsoon DSL Internet Access

The technical connection is being initiated when the subscriber correctly connects their PC or laptop to the DSL router, and the router to the internet connection at the central office. Thereafter the customer must authenticate by entering his correct username and password to be on the Monsoon DSL provisioning platform.

The DSL router for the Monsoon DSL access has to be purchased and installed by the customer. The router becomes the property of the subscriber after payment to Monsoon Networks AG. All costs for the router maintenance and operation are the responsibility of the subscriber.

4. Monsoon DSL Provisioning of IP-Addresses

The subscriber receives a dynamic IP address for the duration of their contract; by every new internet usage session the subscriber receives a new IP address and this IP address remains until the end of the usage session. A fixed IP address can be provisioned to a Monsoon DSL subscriber upon request, free of cost.

5. E-Mail and Neutral Email Service Providers

Monsoon DSL offers subscribers no email service. Monsoon recommends to all its subscribers to use a neutral email service provider.

6. Security

As with every internet connection there is a danger of hacker and virus attacks for the subscriber's PC or laptop. The subscriber is responsible for the sourcing and updating of his own virus and hacker protection through updated firewall and Virus protection software.

7. Monsoon DSL Products

Monsoon DSL-Products have the following functions and features:

Monsoon DSL Services:

- Bandwidth varies based on offer (see offers and prices)
- Services are all "Best Effort"
- The DSL Router for internet access can be purchased from Monsoon (see point 3)
- The one time provisioning fee can be free of charge in case of special product offers.
- Monsoon DSL offers no E-mail, firewall, or anti-spam features.
- Technical and administrative support is offered only during office hours (Monday through Friday 09:00 till 17:00) with the exception of public holidays within the Canton of Zurich.
- Products with a certain note, indicate that the subscriber needs to have a telephone connection from Swisscom.

Monsoon DSL Subscriber Contract:

- To initiate an order, the subscriber either needs to fill in and sign an order form or he registers on-line onto the Web-Portal for an order request.
- The fee for the contracted service is due when Monsoon provides the Internet line at the connection point of the building where the DSL line has been ordered to.
- The subscriber contract is closed for a non-determined time period
- The minimum contract period is 6 full calendar months for all postpaid products and one month for all prepaid products.
- The contract can be resigned in writing, in respect to the minimum contract period, within 30 days as per end of a calendar month.

Monsoon DSL Service Invoicing:

- All services are invoiced monthly in advance.
- If a subscriber does not pay the invoice within 10 days of its sending, Monsoon reserves the right to temporarily stop the internet access till payment of the open invoice.
- By non-payment of invoices an additional administrative cost of 10. - CHF will be charged.
- After the second warning "Mahnung" regarding non-payment Monsoon reserves the right to cancel the subscription contract and start a formal debt collection process. The costs for this process must be borne by the subscriber.

Service-Level Monsoon DSL:

Monsoon DSL comes in principle as service level 'Best Effort'. Thus neither the bandwidth nor the availability are guaranteed. If expressly mentioned, additionally the Business service level of Swisscom or Sunrise is valid, according to the ordered service. This contains one of Swisscom or Sunrise guaranteed response time during office hours as well as a prioritized set-up and disturbance recovery. Support achievements are furnished during office hours by telephone or by mail (free).

8. Change of an Existing Service (Up- and / or Downgrades):

Subscriber contract product or service upgrades are free of cost and possible anytime at the end of any calendar month. Subscriber contract product or service downgrades are free of cost and possible within thirty days at the end of any calendar month.

9. Fair use Policy:

The Monsoon DSL Internet access is not limited in regards to the amount of use in terms of used hours or transferred data amounts and is subject to a "Fair use" policy. Monsoon reserves the right to cancel the service or limit service speed when subscribers regular transfer large amounts of data on a regular basis (for example heavy file sharing).