

# TERMS AND CONDITIONS

## FOR THE TELEPHONE INFORMATION SERVICE 1818

### VALID FROM APRIL 1, 2021

- [Our tariffs](#)

#### 1. PREAMBLE

The 1818 telephone information service (the "Service") is provided in Switzerland by 1818 Auskunft AG (registered in the commercial register of the canton of Appenzell-Ausserrhoden under the number CHE-108.741.810 and with its registered office at Speicherstrasse 27, 9053 Teufen AR, Switzerland) (the "Company").

#### 2. PURPOSE

The purpose of these General Conditions of Use is to define and regulate the use of the Service provided by the Company.

#### 3. DEFINITIONS

For the purposes of these Terms of Use, the terms below are defined as follows:

**Conditions:** Refers to the general conditions of use of the Services that the Company makes available to each User through the Website.

**Personal Data:** Refers to any information about an identified or identifiable natural person. A person is considered identifiable if he or she can be identified directly or indirectly, in particular by reference to an identification number or to one or more specific elements that express his or her physical, physiological, psychological, economic, cultural or social identity.

**Short code:** means the telephone number 1818, which is made available to users by 1818 Auskunft AG to enable them to access the Services.

**SMS:** "Short Message Service": a service of the GSM standard that allows the sending and receiving of alphanumeric or binary messages from or to a mobile device.

**Parties:** Refers to the Company and the User.

**Service:** refers to the telephone information service offered by 1818 Auskunft AG and consists of answering users' requests for information.

**User:** refers to any natural or legal person who uses the service offered by the Company.

#### 4. AGREEMENT TO THE TERMS OF USE OF THE SERVICE

The purpose of these Conditions is to define the conditions under which the User can use the service offered by the Company. The user therefore acknowledges that he has read and understood these conditions in their entirety and undertakes to comply with

them in full. If the User does not accept the Conditions, he is obliged to stop using the service offered by the Company.

## **5. SCOPE AND CHANGE TO THE TERMS**

The conditions are valid from April 1, 2021. The Company reserves the right to change the Terms at any time. In such a case, the Company will inform the User in some form, with the changed conditions only applying in the future. If the user does not agree to the changed conditions, further use is prohibited.

## **6. THE SERVICE**

The Service allows the User to call the short code number provided by the Company via their mobile or landline telephone in order to receive a response to a telephone query. The user is also offered other complementary services:

### **6.1. National directory assistance**

The Company provides a national information service that allows you to search for individuals and businesses: by name and/or by activity in a locality or nearby area; reverse lookup by national landline or cell phone number; by service in the case of special numbers; using an address.

Depending on the information available in its database, the Company will provide the User with the contact details of the individual or business (name, address, telephone numbers, etc.) as well as any additional information about the business (e.g. opening hours, etc.) via SMS to a mobile phone

### **6.2. Connection**

After a call to its service, the Company proposes to connect the User with the correspondent sought if the latter has a landline or mobile phone number in Switzerland, with the exception of certain special and/or value-added service numbers.

### **6.3. International telephone enquiries**

The company offers an international telephone directory assistance service in German, which enables searches by name for residential and business phone numbers in the following locations and countries (non-contractual list, subject to change): America, Canada and Europe (Andorra, Belgium, Denmark, Germany, Finland, Ireland, Italy, Luxembourg, Netherlands, Norway, Austria, Portugal, Sweden, Switzerland, Slovakia, Spain, Czech Republic, Hungary, United Kingdom).

Depending on the information available in the database, the Company will provide the User with the contact details of the residential listing or business. Connection to international numbers as part of an international directory service is possible on most landline (except premium rate numbers) as long as they are available in the company's database.

### **6.4. Data sources**

The data provided by the company to the user is limited to data that is either publicly available or has been expressly made available to the company for the provision of the services offered.

### **6.5. Usage Fee**

The rates for the services offered by the Company are available upon simple request by telephone from the customer service agents and/or displayed on the website [www.1818.com](http://www.1818.com).

The sending of the requested contact details via SMS on the user's mobile terminal is included in the call price.

The company reserves the right to modify the rates of its service.

## **7. AVAILABILITY OF THE SERVICE**

The Company offers a service in French, German, Italian and English, available 24 hours a day, 7 days a week.

The service can be used via most landline and mobile operators in Switzerland.

## **8. GUIDELINES FOR USE OF THE SERVICE**

It is the User's responsibility to have the necessary means to access the Services. Access to the Services is under the exclusive control of the User and under his sole responsibility. The user undertakes not to use the services in an inappropriate or illegal manner. Since the Services are publicly available, the Company reserves the right not to respond to requests that are obscene, defamatory, offensive, indecent, blasphemous, racist and generally contrary to applicable laws and regulations or common decency.

## **9. PERSONAL DATA**

The Company expressly requests the User to comply with its Personal Data Protection Policy.

## **10. INFORMATION, RESPONSIBILITIES AND WARRANTIES FOR ACCESS TO THE SERVICES**

**10.1** The Company provides the necessary means to provide the Service in accordance with the General Conditions of Use. The service is provided "as available" and without any guarantee of permanent or continuous availability and regularity. However, the Company aims to make the Service available 24 hours a day and 7 days a week, except in the event of force majeure or an event beyond the control of the Company, and subject to maintenance periods, possible failures and technical uncertainties.

**10.2** As a general rule, under no circumstances (except in the case of serious misconduct wholly and exclusively attributable to it) will the Company be liable for any interruption and/or delay in the Services, regardless of the cause, duration or frequency of such interruption.

**10.3** Except for the data provided by the Company, the Company cannot be held responsible for the content of the data transmitted to Users as part of the Service. In particular, the Company does not guarantee the validity, timeliness, accuracy and adequacy of the information provided to the user. Furthermore, the Company cannot be held liable for actions taken by the User or a third party while using the Services and/or the Website that are beyond the control of the Company.

**10.4** Any requests for information or complaints related to the application of the Conditions can be addressed to:

By email to: [infos@1818.com](mailto:infos@1818.com)

By post to: Customer Service 1818 – Speicherstrasse 27, 9053 Teufen AR

Satisfaction Guarantee:

If the Company has provided the User with incorrect information regarding a number registered in a subscriber base or has been unable to carry out the request, the User may request a refund of the call by contacting Customer Service in accordance with the procedures set out above. Only refunds for calls made within the last six (6) months will be considered.

## **11. INTELLECTUAL PROPERTY**

**11.1** The Service and all related elements (and in particular the content of the Website), unless otherwise stated, are the exclusive property of the Company and/or its partners. All trademarks and logos belonging to the Company may not be used by the user without the prior written consent of the Company. The Company grants the User a personal, non-exclusive, non-transferable and revocable right to access and use the Service, subject to acceptance and compliance with the Terms. Consequently, in application of the local Intellectual Property regulation and without regard to the legal and regulatory provisions of all countries and international conventions, any copying, distribution or reproduction of all or part of the Services or the elements composing them (and particularly the content of the website), as well as any modification thereof.

**11.2** In this context, regardless of the means or media used, the User is prohibited from adapting, redesigning, adapting, transforming, in whole or in part, the Services provided by the Company or any of the elements that make them up (and in particular the content of the Website). modify, correct, combine, translate into one or more languages, place on the market or market free of charge or for a fee. Nothing contained in the Terms shall be construed as an assignment of any intellectual property rights, whether by implication or otherwise.

## **12. LIABILITY AND FORCE MAJEURE**

**12.1** The parties expressly consider it to be force majeure if an event beyond the control of the other party, which was not reasonably foreseeable at the time of acceptance of these conditions and the effects of which cannot be avoided by appropriate measures, prevents the fulfillment of the obligations of the party affected. The event of force majeure suspends the obligations of the affected party for the duration of the force majeure, provided that this event is temporary. However, the parties will endeavor to minimize the consequences as much as possible. Should an event constitute a final obstacle, the parties are released from their obligations.

**12.2** Unless otherwise provided in the Terms, the Company's obligations are limited to the provision of the Services. The user acknowledges that the use of the services is under his own responsibility. Except in the case of serious and repeated misconduct for which the company is grossly negligent or willful, the company is not liable in any way and for any reason for indirect damages (in particular loss of data, loss of opportunity) in connection with the use of the services (in particular content, access, etc.). the user.

### **13. WAIVER**

The fact that either party does not make use of one or more provisions of the Terms does not in any way constitute a waiver by that party of its right to make use of such provisions at a later date.

### **14. SEVERABILITY**

If any provision of the Terms is unenforceable for any reason, including applicable law or regulation, the parties will remain bound by the remaining provisions of the Terms and will endeavor to replace the unenforceable provision with language consistent with the spirit of the provision corresponds as far as possible when the agreement is concluded.

### **15. LANGUAGES**

Other language versions of these Terms are provided for informational purposes only. Only the German version of these conditions is legally binding.

### **16. APPLICABLE LAW, ARBITRATION AND JURISDICTION**

Swiss substantive law applies to these conditions (excluding the conflict of laws and the United Nations Convention on the International Sale of Goods (Vienna Convention on Contracts for the International Sale of Goods, CISG)). By using the service, every user, whether from abroad or not, expressly accepts the application of Swiss law. In the event of a dispute regarding the provision of the Services or the application or interpretation of the Terms (a "Dispute"), the User must contact the Company at [infos@1818.com](mailto:infos@1818.com). Any difficulties relating to the validity, application or interpretation of the Conditions will, in the absence of an amicable agreement, be referred to the competent courts at the registered office of the Company.