

Translation from German

General Terms and Conditions for Landline Based Telecommunication Services for Entrepreneurs

("GTC - Entrepreneurs - Landline")

of T-Mobile Austria GmbH
Rennweg 97-99
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Part 1 – General Provisions

1 Scope of application

- (1) These General Terms and Conditions (GTC) apply to contracts concluded with entrepreneurs on all cable-based services (internet, TV & landline telephony) of T-Mobile Austria GmbH, Rennweg 97–99, 1030 Vienna, FN [Business Register Number] 171112k (hereinafter referred to as “T-Mobile”). Product-specific derogating provisions are stated separately.

2 Parts of the contract

- (1) All contractual relationships of T-Mobile are based on the customer's offer to contract which has been accepted by T-Mobile, the relevant Terms and Conditions of Payment (hereinafter referred to as “TCP”) and Specifications (hereinafter referred to as “SP”), the present General Terms and Conditions (hereinafter referred to as “GTC”) and the provisions of the Austrian Telecommunications Act 2021 [Telekommunikationsgesetz/TKG 2021] applicable from time to time. The said parts of the contract shall apply in the stated order with descending priority. The GTC as well as the TCP and SP are published as amended from time to time on the internet at magentabusiness.at, where they can be retrieved online, and are available for inspection in T-Mobile's shops. Information on all current prices and current special offers can be retrieved from magentabusiness.at or enquired by phone from the service line.
- (2) For the purposes of these GTC entrepreneur means any person for whom the transaction with T-Mobile belongs to the operation of his business. For the purposes of these GTC consumer means any person for whom the transaction with T-Mobile does not belong to the operation of his business.
- (3) Application of general terms and conditions of the customer shall be excluded. Conflicting terms and conditions of the customer shall not bind T-Mobile, even if T-Mobile does not object to the same. T-Mobile shall be entitled to entrust agents [translator's note: *Erfüllungsgehilfen* as defined in Section 1313a of the Austrian Civil Code (*ABGB*)] with the fulfilment of contractual duties. Distribution partners, distribution staff and technical support staff of T-Mobile are not, like other agents of T-Mobile, authorised to enter into agreements derogating from the GTC, TCP or SP, or to accept payments.
- (4) Staff of T-Mobile are not authorised to conclude individual agreements that derogate from the GTC, TCP or SP. If the customer concludes the contract as a consumer as defined in Section 1 of the Austrian Consumer Protection Act [Konsumentenschutzgesetz/KSchG], individual agreements shall be valid even in the absence of necessary authorisation, provided that the customer did not know that the authorisation was missing. If the customer is no consumer as defined in the *KSchG*, agreements that derogate from the GTC shall require a written confirmation from T-Mobile.
- (5) Agreements deviating from these GTC shall be agreed in writing in order to be valid.

3 Contracts concluded in distance selling

- (1) For the conclusion of contracts where exclusively means of distance communication are used without the simultaneous physical presence of T-Mobile and the customer (e.g. via the online shop or the service line) the following shall apply:
 - All products presented (e.g. services or price plans) are an invitation for the customer to make an offer. Thus, they are subject to change, non-binding and available only while stocks last or to the extent installation of the product at the customer is possible.
 - By concluding the ordering process (e.g. by clicking the “order with obligation to pay” button) the customer makes a binding offer to T-Mobile. A contract shall be deemed concluded only when T-Mobile accepts the customer's offer (Clause 4 of the GTC).

- Mere acknowledgment of receipt of the purchase order by T-Mobile shall constitute no acceptance and is intended for the customer's information only. T-Mobile is not obliged to accept incoming purchase orders or offers of the customer. If T-Mobile declines the customer's purchase order or offer, T-Mobile shall inform the customer thereof.

- (2) A consumer as defined by the Austrian Consumer Protection Act [Konsumentenschutzgesetz/KSchG] may rescind contracts that were concluded by way of distance selling or outside of T-Mobile's business premises in accordance with the statutory provisions with no obligation to state reasons within fourteen (14) days from the date of conclusion of the contract. For that purpose T-Mobile's form of withdrawal letter, which is available at www.magenta.at/agn, may be used.

4 Establishment of the contractual relationship

- (1) The contractual relationship shall be established on the basis of an offer to contract made by the customer by letter, over the phone or electronically and acceptance by T-Mobile. If the offer is not expressly accepted, actual provision of the service by T-Mobile, assembly by an engineer instructed by T-Mobile or delivery of the installation package shall be deemed acceptance. For the written offer the customer shall, in principle, use the designated purchase order form. T-Mobile may decline the offer if a subscriber line cannot be installed for technical, financial or legal reasons. In special cases the contractual relationship shall be established by submission of a written offer by T-Mobile and express written acceptance of the offer by the customer.
- (2) When making the offer, the customer shall, in principle, provide all necessary information about his/her identity and present an official photo ID and confirmation of registration [Meldezettel] or a Business Register excerpt (or similar proof of his entrepreneurship) and furnish proof of power of signature or representation, if necessary. In addition, the customer shall advise T-Mobile of a mailing address in Austria upon request. For online registration or placing orders via phone these documents or other documents that are suitable to identify the customer shall be presented and/or sent to T-Mobile upon request. If the customer fails to fulfil those duties, T-Mobile shall also be entitled not to establish a contractual relationship.
- (3) T-Mobile shall be entitled
 - a) in well-founded cases to make acceptance of the offer conditional upon security to be furnished by the customer in a form to be determined by T-Mobile (e.g. security deposit, bank guarantee, etc.) or advance payment;
 - b) to check the details provided by the customer and the customer's creditworthiness by obtaining information from recognised organisations (creditor protection agency, CRIF GmbH, etc.);
 - c) in well-founded cases to decline the offer.

Well-founded cases shall include but not be limited to situations where:

- the customer is or was late in paying bills under a current, earlier or other contractual relationship with T-Mobile or an entity affiliated with the T-Mobile Group in Austria as defined in the Austrian Business Code [Unternehmensgesetzbuch/UGB], or
- has provided inaccurate or incomplete details which are relevant to assess his identity or creditworthiness, or
- well-founded doubts about his creditworthiness exist due to other circumstances, or
- there is a well-founded suspicion that the customer has misused or will misuse the subscriber line, or
- the customer is a minor or his capacity to contract is limited for other reasons and no statement of consent or liability of the legal representative (guardian, adult guardian, etc.) is available, or
- for technical reasons where T-Mobile is unable to provide the ordered service to the customer's subscriber address, or
- no valid email address is advised, where the same is absolutely necessary for the contractual performance of the Magenta TV service.

5 Modifications of or amendments to the contract; Indexation

- (1) T-Mobile shall be entitled to change or adjust the TCP, SP or GTC in compliance with the statutory provisions and the terms and conditions stipulated in these GTC. Changes of parts of contracts or prices which are not exclusively in favour of the customer shall be announced at least three (3) months before they become effective, unless these GTC provide otherwise for



specific products and/or services.

- (2) The customer shall be informed in writing about the material content of changes that are not exclusively in his favour at least three (3) months before they enter into force. In that case the customer shall be entitled pursuant to Section 135(8) *TKG* 2021 to terminate the contract free of charge with effect as of the date the change enters into force.
- (3) If T-Mobile modifies its GTC, TCP or SP exclusively to the customer's benefit, then the customer shall have no right to termination for cause. Modifications of or amendments to the GTC or TCP which are not exclusively in favour of the customer and of a purely administrative nature or become necessary and mandatory immediately due to a change in the legal regime shall not entitle the customer to terminate the contract free of charge.
- (4) The fixed monthly charges agreed with the customer (according to his selected price plan) shall be subject to indexation.
In the case of a change in the Consumer Price Index (index basis: annual CPI 2020=100) as published by Statistics Austria (if this index is no longer published, the then officially defined successor index shall replace the same) T-Mobile shall be entitled in the case of an increase to adjust monthly basic charges and other fixed monthly charges according to the ratio by which the annual CPI for the last calendar year before the adjustment changed compared to the annual CPI for the year before the last calendar year before the adjustment.
In doing so, upward or downward fluctuations of the annual CPI below 1% compared to the index basis shall not be taken into account (fluctuation margin). However, as soon as the fluctuation margin is exceeded by one or more consecutive fluctuations of the annual CPI, the total change shall take full effect. As a matter of principle, no downward adjustment, i.e. price reduction, will be made in the case of contracts with entrepreneurs as defined in Section 1 *KSchG*.
The resulting figure outside the fluctuation margin shall constitute the basis for an admissible price increase; at the same time it shall constitute the new index basis for future adjustments (and thus also the new reference figure for the fluctuation margin).
An increase in prices that may be deduced therefrom may be effected only as of a date between 1 April and 31 December of the calendar year following the calendar year for which the index basis has changed; a reduction in prices to be deduced therefrom must always be effected as of 1 April of the calendar year following the calendar year for which the index basis has changed. For the first time such an adjustment may or must be effected in the calendar year after the contractual relationship was established (or renewed by mutual consent). If this right to adjust the price is not exercised, this shall constitute no waiver of future adjustments. The customer shall not be entitled to terminate the contract for cause on the ground of index adjustments.
- (5) The customer may advise T-Mobile of requests to modify or amend the contract (e.g. purchase of additional services), blocking orders, changes to his master data (Section 160(3) No. 5 *TKG* 2021) or other notifications in writing, by phone or electronically via the internet, with the customer bearing the risk of actual receipt. For change requests via the phone or the internet the customer password is required. T-Mobile shall in any case be entitled to demand that change requests be made in writing.
- (6) The customer's subscriber line is linked to the subscriber address. Relocation shall constitute no reason for termination for cause. If the customer relocates and wants to relocate his subscriber line and the equipment provided by T-Mobile to a different subscriber address, this shall be subject to T-Mobile's consent and conclusion of a new contract between the customer and T-Mobile.
- (7) If the scope of services changes due to a modification of or an amendment to the contract requested by the customer, the prices shall be adjusted at the time the scope of services changes.

6 Communication relevant to the contract

- (1) T-Mobile may send the customer legally significant notifications / correspondence relevant to the contract also by email to the email address the customer advised to T-Mobile either at the time of conclusion of the contract or subsequently during the validly existing contractual relationship for the purpose of receiving correspondence that is relevant to the contract. The customer may at any time ask T-Mobile as to what email address is recorded by T-Mobile for processing correspondence that is relevant to the contract or may advise T-Mobile of a change in the email address as defined in Clause 5 of these GTC. As

long as the customer has not informed T-Mobile of a change in his email address, T-Mobile may continue to effectively send all notifications, declarations of intention, etc. to the address or email address most recently advised to T-Mobile by the customer. Clause 12 of these GTC shall apply to the delivery of bills.

- (2) T-Mobile is informing the customer that notifications relevant to the contract may trigger deadlines for the customer's reply which may lead to financial disadvantages for the customer if they are not observed. The customer shall therefore maintain the email address advised to T-Mobile for the purpose of receiving correspondence relevant to the contract in such a condition that emails may actually be retrieved. Accordingly, T-Mobile recommends that the customer check his emails regularly and at least once a week to prevent non-observance of deadlines for payments or replies.

7 Term of contract; Termination of contract; Return of equipment

- (1) Contracts for business products shall be concluded for an indefinite period of time. Unless a different minimum commitment term was agreed, it shall be twelve (12) months for business products. After expiry of the minimum commitment term the contractual relationship regarding landline telephony may be terminated by either party with effect as of the end of any quarter by giving three (3) months' notice by letter or fax. For combined / TV products a notice period of one (1) month as of the last day of a calendar month shall apply. Microenterprises or small enterprises as defined in Section 4 No. 66 *TKG* 2021 may terminate the contract by giving one month's notice, unless they made a waiver as defined in Section 135(4) in conjunction with Section 135(5) *TKG* 2021. For observance of the effective date of termination the date of the postmark shall be decisive.
- (2) Prior to expiry of the minimum commitment term termination by notice shall, in principle, be excluded. If the provision of services is discontinued at the customer's request during an effective minimum commitment term, he shall pay the total basic charges and the other fixed monthly charges payable until the end of the agreed minimum commitment term. Any additional claims for damages of T-Mobile shall remain unaffected thereby.
- (3) T-Mobile shall separately inform consumers as defined by the *KSchG* about the existence of, the terms and conditions and specifics regarding the statutory rights to rescind the contract and how to exercise such right in the case of doorstep-selling contracts, distance-selling contracts or contracts concluded outside of business premises in the course of the ordering process. T-Mobile shall also inform consumers of the consequences of rescission separately in the course of the ordering process. In general, the following shall apply to consumers: in the case of rescission of the contract the contract shall be reversed.
- (4) Hardware or other equipment made available by T-Mobile shall remain the property of T-Mobile and shall be returned to T-Mobile upon termination of the contract or specific additional services unless expressly agreed otherwise with the customer. The security deposit furnished for this purpose in accordance with the SP and TCP applicable from time to time shall be refunded without interest after it has been found that all hardware and/or other equipment was returned free from defects. If the customer fails to fulfil his obligation to return the equipment provided within one (1) week of termination of the contractual relationship, he shall pay T-Mobile a contractual penalty in the amount of EUR 150 per device for combined / TV products and EUR 250 per device for business internet products. If the equipment is not returned within two (2) years of termination of the contract, the customer waives his right to a refund of the security deposit. The customer will be advised of commencement of that period and the legal consequences thereof.
- (5) T-Mobile advises the customer that the products of T-Mobile must be treated with due care. T-Mobile may charge the contractual penalty defined in Clause 7 of these GTC also for culpably damaged equipment.
- (6) T-Mobile's claim to surrender of the provided equipment shall continue to exist alongside the security deposit furnished by the customer and alongside payment of a contractual penalty. The customer shall compensate T-Mobile for defects causing impairment of the equipment that is beyond normal wear and tear.
- (7) If the relevant equipment is installed as a fixture at the customer's subscriber address, the customer shall grant access to the equipment owned by T-Mobile and allow removal of the same by T-Mobile upon prior notice after termination of the contract.

8 Transfer of the contractual relationship

- (1) Only upon T-Mobile's approval shall the customer be entitled to transfer his contractual relationship to third parties. In addition to the previous customer also the new customer shall be liable as a joint and several debtor for claims for

payment and/or damages arising until the date the new customer enters into the contract.

- (2) If a third party takes over a subscriber line without T-Mobile's prior approval, the customer shall be liable according to the principles of the law of unjust enrichment for claims for payment and/or damages after takeover in addition to the customer who is liable under the initial contract.
- (3) At the customer's request the third party who is willing to enter into the contract shall be informed about arrears outstanding up until one (1) week prior to the request without discounts, if any, under the present contractual relationship. Interim bills cannot be issued. For a transfer a fee of EUR 30 is payable unless a different fee is stated in the relevant TCP.
- (4) In the case of a takeover of the contract all rights, duties and claims of the previous customer shall be transferred to the new customer. If the customer assigns specific claims, all assignment fees as defined by Section 33 TP [tariff item] 21 of the Austrian Fees Statute [GebG], if any, shall be borne by the customer.

9 Performance periods; Scope of services

- (1) The maximum period within which a subscriber line must be provided by T-Mobile in an operable condition can be taken from the SP. Performance periods that differ from the SP shall be binding only if agreed expressly and in writing.
- (2) In the case of delays in performance for which T-Mobile is not responsible or which occur only temporarily, including but not limited to faults or failures of communication networks, in the case of force majeure, official measures or unforeseeable non-deliveries by suppliers, the performance periods shall be extended for the period of the delay.
- (3) If T-Mobile is unable to provide the service for reasons for which the customer is responsible, T-Mobile shall be entitled to rescind the contract and/or to cancel the purchase order for an additional service if the customer fails to observe a reasonable grace period granted to him by T-Mobile, which shall at least be two (2) weeks. In that case the customer shall, notwithstanding other claims for damages, reimburse the expenses for work already rendered but not more than the price agreed for establishing the service.
- (4) T-Mobile shall provide its services on the basis of the SP and the TCP applicable from time to time. Unless specific service quality parameters are agreed in the TCP and/or SP, T-Mobile will offer no minimum service level. Customers can see the main features and the scope of the products/services offered in the relevant TCP and SP. Details on products and services specifically designed for users with disabilities are contained in the product-specific TCP and SP and a specific enquiry in this regard may be made to T-Mobile.
- (5) T-Mobile operates the services offered with a view to utmost care, reliability and availability. In doing so, T-Mobile follows the state of the art. Availability of the services offered will depend on the relevant SP and/or the agreement in the specific contract. Unless specific service quality parameters are agreed in the product-specific TCP and/or SP, T-Mobile will offer no minimum service level.
- (6) Customers can see the main features and scope of the products/services offered in the product-specific TCP and SP. Details on products and services specifically designed for users with disabilities are contained in the relevant product-specific TCP and SP and a specific enquiry in this regard may be made to T-Mobile. With regard to TV and radio products T-Mobile shall be entitled to change the contents of the relevant programme package, including but not limited to adding, changing or removing TV or radio channels.
- (7) Unless otherwise agreed, for the cable-based linear Magenta TV service T-Mobile shall be in charge of operation and maintenance of the system up to the customer's cable socket or the T-Mobile equipment connected, if any.
- (8) In order to provide all customers equally with the best possible service quality, T-Mobile measures data traffic in its broadband network at regular intervals. This anonymised data is used to identify capacity loads in due time and to plan network expansion. Measurements of data traffic do not affect the service quality. For more information thereon

and on additional traffic management measures as well as the minimum contents as defined in Art. 5 of Regulation (EU) 2015/2120 please see the relevant TCP and SP, which are available at magentabusiness.at.

- (9) Services of T-Mobile and availability of the same without disruptions or faults also depend on a vast number of influences some of which are beyond T-Mobile's control or T-Mobile's sphere of influence but may affect the services of T-Mobile, their quality and availability (e.g. network failures in the areas of third-party operators who are not within T-Mobile's sphere of control and who are no agents of T-Mobile either; damage to T-Mobile's network caused by third parties who are no agents of T-Mobile; network failures or faults due to force majeure). Thus, uninterrupted and fault-free availability of T-Mobile's services is not owed by T-Mobile to the extent that the disruption/fault
 - is either attributable to circumstances which are beyond T-Mobile's control, or
 - to planned maintenance or repair work on T-Mobile's cable network which was announced by T-Mobile in advance and is necessary to maintain network operation.
- (10) However, T-Mobile shall repair faults and disruptions without culpable delay as technically and financially feasible. Short faults or disruptions of up to one (1) day shall not automatically entitle the customer to a price reduction. If the fault or disruption lasts longer than one (1) day, T-Mobile shall refund the pro rata basic charge for the services affected by the disruption for the duration of non-performance unless the disruption or fault is attributable to force majeure. In derogation from the above, the said duty to refund charges shall apply to consumers even if the disruption or fault is attributable to force majeure.

10 Security and integrity at T-Mobile

- (1) In compliance with data protection provisions and the secrecy of communications T-Mobile will take appropriate measures to respond reasonably to security incidents, threats or security gaps. Appropriate measures may include but not be limited to:
 - a) technical measures, such as temporary or permanent deactivating of services or parts of services, filtering of potentially harmful traffic and/or updating of affected systems;
 - b) organisational measures, such as increased monitoring of the system, extended information and data analyses and/or securing of evidence/artefacts;
 - c) legal measures, such as initiating the prosecution process.
- (2) T-Mobile monitors systems around the clock and can thus swiftly respond to urgent security or integrity breaches at any time. In the case of inappropriate responses of T-Mobile to security incidents, threats or gaps T-Mobile may pay compensation and/or refunds.
- (3) T-Mobile would like to inform the customer that establishing a connection to the internet may involve a special risk of infringements upon confidentiality for the customer. T-Mobile is able to take measures to safeguard confidentiality of the customer's data on his computer or network to a limited extent only. Therefore, the customer is required to implement data protection measures himself (regular data backups, password protection, access controls, firewalls, etc.). Data security solutions for internet users are available in all price categories depending on the relevant user profile.

11 Security deposit; Advance payment

- (1) Before acceptance of an offer and while a contractual relationship validly exists, T-Mobile is entitled to make the provision of services subject to a security deposit to be furnished or an advance payment to be made by the customer in a reasonable amount to be fixed by T-Mobile. This shall apply in particular where
 - a) payments of the customer that are due already have been outstanding for more than 14 days, or
 - b) a recurring payment that is not yet due exceeds twice the comparable average monthly payment of the customer or comparable customers in the same price plan model, or
 - c) there are well-founded doubts about the customer's creditworthiness.
- (2) The security deposit shall be refunded within four (4) weeks of termination of the contract and return of the equipment provided by T-Mobile without interest or shall be offset against payment obligations that exist vis-à-vis T-Mobile.

12 Terms of payment; Bill

- (1) The installation charge, the pro-rata monthly basic charge as well as other one-off charges may be invoiced immediately after the service has been provided. Thereafter basic charges and other fixed monthly charges will be invoiced in

- advance. All other charges shall in principle be due for payment without deductions after provision of the service and issuing of the bill, which shall be issued not later than every three (3) months, promptly after receipt of the bill. If the contractual relationship or an agreement on an additional service is terminated during a calendar month for a reason for which T-Mobile is not responsible due to gross negligence or wilful intent, T-Mobile shall be entitled to invoice the full amount of the agreed monthly basic charges and other fixed monthly changes for the relevant month in any case.
- (2) The customer may choose whether the bill is to be provided in electronic format or in hard copy. If T-Mobile provides the bill electronically, the customer will be sent an email with the bill attached in the form of a signed pdf file. In that case the bill shall be due for payment as of the day on which the email is retrievable under normal circumstances. The customer may withdraw his consent to receiving bills electronically at any time. In the case of withdrawal of consent bills shall be sent in hard copy.
 - (3) Bills may trigger deadlines for payment or reply which may lead to financial disadvantages for the customer in the case of non-observance (e.g. late payment interest, collection costs, forfeiture of the right to object to bills because the deadline was missed). The customer shall therefore maintain the email address advised to T-Mobile for the purpose of receiving bills in such a condition that emails may actually be retrieved. Accordingly, T-Mobile recommends that the customer check his emails regularly and at least once a week to prevent non-observance of deadlines for payments or replies.
 - (4) Bills may be paid by giving a direct debit mandate, by means of a payment order form or any other form of remittance (e.g. telebanking). If direct debits are not possible for reasons for which the customer is responsible or if they are reversed by the customer, T-Mobile shall be entitled to charge the customer for processing in the amount charged to T-Mobile by the relevant bank. Payments shall be due upon receipt of the bill. Payments shall be deemed made on the day on which T-Mobile is able to use the amount. If the customer pays his bills by means of direct debiting, T-Mobile shall inform the customer appropriately (e.g. on the bill) about the amount and the date of the direct debit at least two (2) business days in advance.
 - (5) If the customer is late in paying his bills due, T-Mobile will send him a hard-copy reminder letter. T-Mobile shall be entitled to charge the customer dunning charges in the amount of EUR 20 for every reminder until collection of accounts receivable is handed over to a collection agency or lawyer. If the amount outstanding for which the reminder is sent is lower than the said amount, the dunning charges shall be capped with the amount outstanding. If the customer fails to fulfil his payment obligations despite a reminder, he shall pay late payment interest of 12% p.a. plus the dunning and collection expenses actually incurred and necessary for appropriate pursuit of T-Mobile's rights from the date collection of accounts receivable was handed over to a collection agency or lawyer. The customer is expressly informed of the fact that T-Mobile reserves its right to instruct a collection agency or a lawyer to pursue the recovery of accounts receivable after one fruitless reminder. The following shall apply to consumers as defined in the *KSchG*. If T-Mobile has to make payments to them and is late in doing so, T-Mobile shall pay the customer late payment interest of 12% p.a. from the due date after receipt of a reminder, provided that T-Mobile was responsible for the late payment.
 - (6) The customer shall be entitled to offset claims of T-Mobile only against claims of his that have been ascertained by court. This no set-off clause shall not apply to counterclaims of consumers if they are legally related to claims of T-Mobile or were accepted by T-Mobile or in the case that T-Mobile is insolvent. T-Mobile shall be entitled to offset a security deposit made by the customer or credit amounts that may exist against outstanding receivables, if any, on whatever grounds. If in the case of termination of a contract the customer's account shows a credit balance, credit balances of up to EUR 30 shall exclusively be transferred to an account advised by the customer. If the customer has no account, payment shall be effect by means of a postal order at the customer's cost.
 - (7) If the customer is a consumer as defined in Section 1 *KSchG*, then the customer may offset his claims against claims of T-Mobile if his claims are legally related to T-Mobile's claim or if his claims were ascertained by a court or if his claims were accepted by T-Mobile or if T-Mobile is insolvent.
 - (8) Unless an express payment reference is stated by the customer, payments shall be offset against the oldest debt or, if several contractual relationships exist, according to T-Mobile's choice. Correct allocation of payments can be warranted only in the case of direct debits or where the original payment order form is used. In the case of telebanking the customer must enter the reference number provided on the payment order form in the "payment reference" field. If payments have to be allocated by T-Mobile manually, T-Mobile shall be entitled to charge the customer a reasonable processing fee according to the TCP applicable from time to time. The debt-releasing effect of payments shall occur only upon actual allocation of the same to the customer, provided that T-Mobile endeavours to make the allocation without culpable delay. The customer shall not be entitled to withhold payment.
 - (9) The customer shall raise any objections to the accuracy of the charges billed vis-à-vis T-Mobile in writing within three (3) months of receipt of the bill. Objections which are raised at a later point in time shall not be regarded and T-Mobile shall no longer be obliged to respond to the customer's objections. If after having been checked by T-Mobile the customer's objections turn out to be unjustified, the customer shall be entitled, notwithstanding his right to resort to the courts of law, to resort to the Conciliation Board of RTR-GmbH für Telekommunikation within one (1) year of making the complaint. Consumers shall be informed separately of those time limits and the legal consequences of a failure to raise an objection. Conciliation proceedings may only be instituted if the objection relates to a communication service. The customer may submit disputes or complaints (about the quality of the service, payment disputes which have not been settled to the customer's satisfaction, or alleged violations of the *TKG 2021*) to the Conciliation Board of RTR-GmbH für Telekommunikation within one (1) year of making the complaint. Customers can find the Conciliation Board's website at rtr.at/schlichtungsstelle. T-Mobile recommends that customers raise objections with T-Mobile not later than three (3) months after receipt of the bill. After expiry of this period T-Mobile will no longer have to reply to the customer's objections. However, T-Mobile will continue to participate in the conciliation proceedings. T-Mobile will provide all information and documents required and available for assessing the facts and circumstances. The regulatory authority shall bring about a solution by consent or inform the parties of its opinion on the case brought before it. If T-Mobile has notified the regulatory authority of an objection to a T-Mobile bill, the due date of the amount in dispute shall be deferred from that date until the dispute is settled. Independent thereof T-Mobile may call for immediate payment of an amount that is equal to the average of the amounts of the last three bills. Amounts collected in excess shall be refunded plus statutory interest from the date of collection. For consumers as defined in the *KSchG* statutory late payment interest is 4% p.a., for entrepreneurs the interest rate is subject to the statutory provisions applicable to B2B transactions. If it turns out that objections were raised unjustly, statutory late payment interest will be calculated from the original due date of the account receivable.
 - (10) If a billing error is found which might have adversely affected the customer and if the correct amount can no longer be calculated, a lump sum calculated on the basis of the average usage of the telecommunication service by the customer during the last three billing periods shall be invoiced, provided that T-Mobile is able to substantiate such usage at least.
 - (11) Services shall be invoiced pro rata from the day on which the subscriber line is set up or the relevant service is provided. If the prerequisites for installation of hardware and software or other connection to the service are not fulfilled for reasons for which the customer is responsible, T-Mobile shall be entitled to charge the customer the additional costs of additional assembly work separately.
- ### 13 Terms and conditions for subscriber lines - general
- (1) T-Mobile shall provide all services in accordance with the SP applicable from time to time. Connection of the subscriber line shall be charged according to the TCP applicable from time to time. T-Mobile points out that the customer himself is responsible for setting up an emergency power supply unless such a supply is expressly included in the scope of services.
 - (2) The subscriber line is linked to the subscriber address. Relocation of the subscriber line and equipment connected thereto shall be subject to prior written approval from T-Mobile and may be made only after a new subscriber contract has been concluded and shall be carried out by an entity which has been authorised by T-Mobile. In the case of a violation of this obligation T-Mobile shall be entitled to proceed as defined in Clause 18 of these GTC.
 - (3) Establishing a connection to T-Mobile's cable network will be possible only if the subscriber address is within T-Mobile's supply area. To the extent technically feasible at the customer's subscriber address T-Mobile shall install a cable socket for the customer on his premises in accordance with the Specifications and

T-Mobile's Terms and Conditions of Payment.

- (4) On the customer's premises cables will be installed on-wall. The place of the connection socket will be agreed with the customer. An electricity connection plus earthing that may be required must be provided by the customer at his cost.
- (5) On his premises the customer must ensure the necessary conditions for T-Mobile to set up the connection. In particular, the customer must grant T-Mobile access to his premises for setting up the connection. If at the assembly date the customer cannot be present in person, assembly can only be carried out if another person capable of contracting is able to present a written power of attorney signed by the customer.
- (6) For access to real properties required to set up the subscriber line the customer shall obtain a written statement of consent from the person authorised to use the property (in the case of subtenancies a statement of consent from the principal tenant shall also be required) for installation and operation of the subscriber line.
- (7) If installation at the assembly date is not possible for reasons for which the customer or his agents or representatives authorised by him are responsible, then T-Mobile shall be entitled to charge the customer the costs incurred.
- (8) Installation charges are exclusive of connection cables for the customer's own equipment, amplifiers that may be required, additional equipment settings, TV or VHF duplexers or installation of additional cable sockets on the customer's premises.

14 Terms and conditions for connection to DSL services

- (1) The prerequisite for the provision of all DSL services, including the granting of unbundled access (xDSL), is the existence or installability of a subscriber line of A1 Telekom Austria AG (hereinafter referred to as "Telekom Austria") at the customer's subscriber address. If no active telephone connection of Telekom Austria exists at the customer's subscriber address, T-Mobile shall instruct Telekom Austria to set up a new subscriber line. For this purpose it must be possible to lay a physical subscriber line. If this prerequisite is not fulfilled, the customer shall provide for the required ductwork in agreement with Telekom Austria (e.g. by laying empty conduits) at his own cost.
- (2) Even if a subscriber line of Telekom Austria exists at the customer's subscriber address, actual connection to the Telekom Austria network (e.g. due to a defect in the line) cannot be guaranteed, which is why also in this case it may not be possible to install the line and T-Mobile may therefore not be able to provide the service.
- (3) T-Mobile shall be entitled to decline the customer's offer to contract if his subscriber line does not meet the technical requirements (e.g. due to interference factors, e.g. if line attenuation is too high).
- (4) If the customer intends to change providers, "change of provider" shall be stated on the relevant forms to enable a smooth transition, subject to technical availability. T-Mobile shall invoice a separate charge for a change to a different provider. The charges applicable from time to time can be seen from the TCP.
- (5) In the case of a change to a different product or modem the costs incurred shall be charged according to the TCP.
- (6) Faults, defects or damage shall be reported to T-Mobile in any case. Faults shall be allocated and repaired by T-Mobile in co-operation with Telekom Austria.

15 Terms and conditions for connection to Magenta TV

- (1) Setting up a connection to T-Mobile's cable network for the cable-based linear TV service requires that the customer's subscriber address is within T-Mobile's supply area.
- (2) The prerequisite for IP based Magenta TV is an active Magenta internet product and a valid email address.
- (3) T-Mobile informs the customer as follows: the Magenta TV box provided by T-Mobile is suitable to receive Magenta TV only. Magenta TV boxes with integrated hard disk allow no export of stored contents

to external storage media.

- (4) Depending on the technical equipment at the customer's subscriber address the customer may choose between self-installation and set-up by an engineer. If self-installation is not feasible, the system will be set up by an engineer instructed by T-Mobile. On the customer's premises T-Mobile will install necessary cables, if any, on-wall. T-Mobile will decide together with the customer where the connection socket will be placed. An electricity connection plus earthing must be provided at the customer's cost. For IP based Magenta TV no cabling is required.
- (5) If installation at the assembly date is not possible for reasons for which the customer or his agents or the representatives authorised by him are responsible, T-Mobile will charge the customer the costs incurred.

16 Rights and duties of the customer

- (1) The customer owes and shall be liable for the charges arising from communication services for all services that are the subject matter of the contract and are provided via his lines, irrespective of whether the services were used with or without his consent. This does not apply to claims for payment arising from a contractual relationship of a third party with another third party (e.g. a premium rate provider and/or third-party service provider).
- (2) The customer shall carefully keep safe the hardware provided by T-Mobile and protect it against harmful impacts or improper treatment. The customer shall compensate T-Mobile for defects causing impairment of the equipment that is beyond normal wear and tear. In the case of loss or theft a written police loss or theft report shall be submitted.
- (3) Access data and passwords assigned to the customer shall be carefully kept safe and secret. If and when the customer has reason to believe that third parties have obtained knowledge of his access data or password, the customer shall immediately notify T-Mobile thereof and change the password or access data. T-Mobile recommends that the customer always change pre-set passwords to personalised passwords and to renew the same at regular intervals thereafter.
- (4) The customer shall be responsible for using the technical features to activate a child safety lock and password protection for Wi-Fi or PIN on the provided terminal equipment (e.g. Magenta TV box, Entertain Box 4K).
- (5) The customer shall immediately advise T-Mobile in writing of any changes in his name, the name or Business Register Number of his company, his address, his billing address, his email address, his bank details or legal form. If the customer fails to inform T-Mobile of a change of his address and T-Mobile does not know the customer's current address, notifications from T-Mobile in the form of letters shall be deemed received by the customer if T-Mobile has sent those notifications to the address most recently advised by the customer. The same shall apply if the customer has advised T-Mobile an email address for processing correspondence that is relevant to the contract (cf. Clause 4 of these GTC).
- (6) The customer shall inform T-Mobile of any deterioration in his solvency, in particular of the opening of composition proceedings, bankruptcy proceedings or other debt settlement proceedings or of the fact that a petition for such proceedings has been dismissed.
- (7) The customer shall not be entitled to misuse the contractual services or to use them in a way that would encroach upon or harm third parties or constitute a hazard to the security or operations of T-Mobile or other third parties. Accordingly, in particular the following shall not be permitted: messages which constitute a hazard to public law and order or to morality or which violate the laws, including without limitation the Austrian Pornography Act [*Pornographiegeseztz*], the Austrian National Socialism Prohibition Act [*Verbotsgeseztz*], the Austrian Criminal Code [*Strafgesetzbuch/StGB*], the *TKG* 2021, the Austrian Media Act [*Mediengesetz/Medieng*], the Austrian Copyright Act [*Urheberrechtsgeseztz/UrhG*] and the Austrian Act on Unfair Trade Practices [*Gesetz gegen den unlauteren Wettbewerb*], spamming, saving or making accessible viruses or other malware, unlawful provision of contents protected by copyrights of third parties, actions which are detrimental to operations and are likely to compromise the performance or security of servers, use of insecure online scripts or any transmission of threats, obscenities, harassments or harming other (internet) subscribers, even if only potentially. Any of the types of use listed in Section 31 *TKG* 2021 shall definitely constitute misuse.
- (8) T-Mobile may charge the customer the costs incurred by T-Mobile due to misuse of the internet connection by the customer. Claiming additional damages shall not be excluded thereby. The customer shall indemnify and hold harmless T-Mobile from and against all claims arising from unlawful and

culpable misuse of T-Mobile's internet services, in particular in connection with proceedings against T-Mobile and/or its management or staff for slander or defamation, under the Media Act, the Pornography Act, the National Socialism Prohibition Act or the Copyright Act. Such full indemnifications shall include fines or penalties payable and the costs of appropriate legal representation.

- (9) The customer shall be responsible for any and all activities originating from his subscriber line and shall indemnify and hold harmless T-Mobile from and against all damage caused. Any form of assignment to third parties for consideration or for no consideration shall be subject to T-Mobile's express prior written approval.
- (10) The contents offered in T-Mobile's TV products are protected by copyright. Therefore, the customer may use T-Mobile's TV products and T-Mobile's TV service only for private, non-commercial purposes. In particular, the customer may not show the contents via public screening or make them available or otherwise accessible to the public and/or third parties. Technical features installed, among others, in the Magenta TV box for the protection of copyrights or other rights must not be circumvented; infringements will trigger criminal liability.
- (11) If a connection is set up unlawfully ("tapping"), the customer shall pay a lump-sum contractual penalty in the amount of EUR 870. This obligation shall continue for an indefinite period of time after termination of the contractual relationship. T-Mobile reserves the right to claim additional damages.
- (12) The customer expressly acknowledges that he is obliged to take appropriate measures to ensure that the programme broadcast by T-Mobile will not be viewed by persons below the age of 18 years if the programme is likely to constitute a hazard to their moral or health development. In the case of a violation of this obligation T-Mobile shall be entitled to terminate the contract for cause.
- (13) Contents and services of third parties which the customer may retrieve via Magenta TV shall be no part of T-Mobile's services. Therefore, T-Mobile assumes no liability for contents, products and/or services which the customer acquires from third parties and/or uses via Magenta TV. In this connection a legal relationship will be established only between the customer and the relevant third party.
- (14) The customer shall make available free of charge the electricity connection and auxiliary and protection systems, such as potential equalisation and earthing, necessary for providing the services. Electricity consumption shall be paid for by the customer.
- (15) The customer undertakes to indemnify and hold harmless T-Mobile from and against any and all claims arising from unlawful and culpable non-compliance with the customer's obligations, in particular in connection with legal proceedings against T-Mobile and/or its management or staff for slander or defamation, under the Media Act or the Copyright Act. Such full indemnification shall include fines or penalties payable and the costs of appropriate legal defence counsel.
- (16) The legal successor(s) of the customer shall immediately notify T-Mobile of the customer's death. Unless a third party wishes to enter into the contractual relationship within two (2) weeks after T-Mobile was notified of the customer's death, the contractual relationship shall end upon the customer's death. Notwithstanding any other provisions and to the extent permitted by law, the estate and the heirs shall be liable for charges incurred after the customer's death until T-Mobile is notified of the death.
- (17) Any and all fees and taxes payable on contracts based on these GTC shall be borne by the customer.

17 Secrecy

- (1) The customer shall maintain full secrecy about any information under this contractual relationship. In particular the following information, which was made accessible to the customer in connection with the provision of telecommunication services, shall be deemed strictly confidential and may not be disclosed to third parties:
 - trade secrets or business secrets;
 - terms and conditions of the contract,
 - technical know-how.

- (2) In the case of violation of this clause the customer shall be liable to pay T-Mobile a lump-sum contractual penalty in the amount of EUR 30,000 for every single violation. The contractual penalty shall constitute liquidated damages and shall not affect additional claims, including claims for a cease and desist order. The amount shall not be subject to a judicial right of reduction.

18 Fault-clearing

- (1) The customer shall immediately report any faults to T-Mobile and grant access for the purpose of fault-clearing and maintenance work upon prior notice. In the case of a breach of this duty to notify and/or cooperate T-Mobile assumes no liability for damage or expenses resulting from a lack of notification and/or cooperation (e.g. the costs of a third-party provider instructed by the customer). Fault-clearing shall be carried out on the terms stated in the relevant SP.
- (2) T-Mobile shall separately charge the customer the cost of the work of engineers to clear faults on the customer's premises on the basis of the TCP if the fault was culpably caused on the customer's premises by the customer or third parties attributable to him and is not attributable to T-Mobile or its agents, or if the fault is caused by equipment of the customer or equipment not owned by T-Mobile that is connected to the system.
- (3) Delays in fault-clearing for which the customer is responsible shall not release the customer from his duty to pay the monthly charges.

19 Data protection

- (1) Protecting customer data is a priority of T-Mobile. Customers can find detailed information on data protection at www.magenta.at/unternehmen/rechtliches/datenschutz

20 Information on emergency services

- (1) In addition, T-Mobile warrants free-of-charge connection to all Austrian emergency numbers. In the case of calls to emergency numbers the subscriber address of the landline connection from which the call is made will be made accessible to the operator of the emergency service pursuant to Section 124(1) TKG 2021. The uniform European emergency number is 112.

21 Listing in user directories

- (1) Customers are entitled to be listed in publicly accessible user directories, to have their entry checked, rectified and erased. Customers can decide whether they would like to be entered into the public directory of users with the following data:
 - a) surname,
 - b) first name,
 - c) academic degree,
 - d) address,
 - e) user number,
 - f) upon request: job title.
- (2) For customers the entry into the public user directory as well as rectification and erasure of the entry are free of charge. If the customer does not request to be included in the public user directory, no entry will be made.

22 Suspension of service; Termination by T-Mobile for cause

- (1) If T-Mobile no longer offers the price plan or service chosen by the customer, T-Mobile will notify the customer in an appropriate manner (e.g. by email or letter) of the fact that T-Mobile will terminate the contract at the time the service is discontinued, at least three (3) months in advance. In such a case the customer shall be free to use an alternative price plan or service of T-Mobile.
- (2) Notwithstanding any additional rights it may have under the law or these GTC T-Mobile shall be entitled to suspend services in part or, subsequently, in whole (interruption or discontinuation/suspension of services) or to terminate the contractual relationship for cause with immediate effect if the customer is responsible for circumstances which render the provision of other services unacceptable to T-Mobile. This shall apply in particular if
 - a) the customer continues to be late in paying his bills despite a prior reminder and having been granted a grace period of at least two (2) weeks and having been warned that the service will be suspended or deactivated,
 - b) the security deposit or advance payment requested from the customer according to Clause 11 of these GTC is not furnished within a period of two (2) weeks,
 - c) the customer's subscriber line is being misused, or used in a harassing manner or with the intention to cause harm by the customer or a third party, or the customer makes available the subscriber line for a charge or on a commercial basis to persons who do not belong to his business,

- d) the customer uses terminal telecommunication equipment which causes interferences or is not in compliance with the Austrian Federal Statute on Radio Systems and Terminal Telecommunication Equipment [*Bundesgesetz über Funkanlagen und Telekommunikationsendeinrichtungen*], *BGBL.* [Federal Law Gazette] I No. 134/2001 as amended from time to time and does not remove the same from T-Mobile's network immediately after having been asked to do so by T-Mobile (for the rest Section 32 *TKG* 2021 shall apply),
 - e) the financial situation of the customer or the third party providing the security for the customer deteriorates materially, including but not limited to moratorium agreements, ascertainment of a need for reorganisation of the customer's business by an auditor, statements to discontinue payments, production of a statement of all property before court, out-of-court composition proceedings, in each case with respect to the customer himself or any personally liable partner of the customer (Section 21a of the Austrian Insolvency Code [*Insolvenzordnung/IO*] shall remain unaffected thereby),
 - f) a petition for opening of insolvency proceedings over the customer's assets is dismissed for lack of assets to cover the costs or insolvency proceedings that have been opened are discontinued for lack of assets to cover the costs (Section 21a *IO* shall remain unaffected thereby),
 - g) the legal entity has been liquidated,
 - h) a fact exists which constitutes a legitimate justified ground for declining an offer as defined in Clause 4(3)(c) of these GTC,
 - i) the amount of recurring connection fees exceed the customer's credit limit by more than twice the amount, which is initially calculated on the basis of the average amount of connection fees of comparable groups of customers under the same price plan and, subsequently, on the basis of the average amount of previous connection fees of the customer,
 - j) the customer no longer has a mailing address in Austria despite having been asked by T-Mobile to provide such an address,
 - k) the customer does not permit fault-clearing or maintenance by T-Mobile,
 - l) the customers interferes with system himself or instructs unauthorised third parties to do such work,
 - m) the customer violates the relevant fair use regulations; this shall apply in particular where the customer's data transfer is unusually large or where the user uses the service excessively in proportion to the storage space used by him or the data volume or flat rate network connections agreed with him,
 - n) provision of the service becomes impossible or economically unreasonable for other reasons for which T-Mobile is not responsible, in particular technical ones,
 - o) the customer breaches other material contractual duties, such as those of Clause 13(5) of these GTC, or
 - p) violates statutory provisions such as, in particular, those of the *TKG* 2021, the National Socialism Prohibition Act, the Pornography Act or the Criminal Code.
- (3) Suspension of service shall be lifted within a reasonable period of time if the reasons for the suspension no longer exist and the customer has refunded T-Mobile the costs of the justified suspension and lifting of the same. Justified suspension shall not release the customer from his obligation to pay the fixed monthly charges. *Vis-à-vis* entrepreneurs claiming damages for unjustified suspension shall be restricted to cases of wilful intent or gross negligence. T-Mobile shall lift the suspension without culpable delay if and when the reason for the suspension no longer exists and will charge the customer for the expenses caused to T-Mobile for justified suspension and lifting of the same a reactivation fee in the amount of EUR 29.99.
- (4) The decision between immediate termination of the contract, on the one hand, and a mere suspension or disconnection of the services, on the other hand, shall be at T-Mobile's discretion. T-Mobile will inform the customer of the measure taken including the reason for it.
- (5) All of the cases of immediate termination of contract described above the causes of which are attributable to the customer's spheres shall not affect T-Mobile's entitlement to the monthly basic charges and other fixed monthly charges for the agreed minimum commitment term, on the one hand, and its right to claim damages, on the other hand.

23 Customer's right of termination for cause

- (1) The customer shall be entitled to terminate the contractual relationship with immediate effect for important reasons (cause) by giving written

notice, in particular if despite a proven written request by the customer material parts of the services contained in the SP are not fulfilled for a period of at least two weeks. This shall not apply if non-fulfilment is attributable to a defect in the subscriber line and the customer was aware of that defect at the time of conclusion of the contract or if the contract is terminated after the defect was repaired.

- (2) If the customer is entitled to terminate specific services or parts of a package for cause as defined in paragraph (1) of this Clause because T-Mobile fails to comply with the contractual provisions or scope of services, the customer's right to termination for cause shall extend to all services and parts of the package. A package consists of at least one internet access service or number-based interpersonal communication service and other additional services or terminal equipment of T-Mobile (Section 132(1) *TKG* 2021).
- (3) In addition, the customer may terminate the contract for cause if modifications of or amendments to the GTC or the TCP are not exclusively favourable (as defined in Section 135(8) *TKG* 2021). In this respect Clause 3(1) and (2) of these GTC shall apply. Modifications of or amendments to the GTC or the TCP and/or the SP which are exclusively in the favour of the customer shall not entitle the customer to terminate the contract for cause. Modifications of or amendments to the GTC which are not exclusively in the favour of the customer and are based on a regulation issued by the regulatory authority shall not entitle the customer to terminate the contract for cause either.

24 Warranty

- (1) In the case of deliveries of or services for hardware or software T-Mobile shall provide the agreed services to the extent feasible in the technical conditions provided by the customer. T-Mobile does not warrant that all functional requirements of the customer will be met by the provided components.
- (2) Unless agreed otherwise, the warranty period shall be six (6) months. For consumers the warranty period shall be two (2) years. This period shall be extended for hire purchase transactions involving consumers until the last instalment becomes due, with the customer being reserved the right to assert his claim on account of warranty, provided that he has notified T-Mobile of the defect by then.
- (3) With respect to entrepreneurs defects subject to warranty will be remedied by T-Mobile at its discretion either by improvement or substitute delivery. Warranty claims shall be subject to the proviso that the customer has given immediate notice in writing and in detail of the defects that have occurred. A right of recourse as laid down in Section 933b *ABGB* shall be excluded. In derogation from the above the regulations of the *ABGB* shall apply to consumers.
- (4) Warranty shall be excluded for defects caused by any arrangement or layout, insufficient installation, repair or assembly, non-observance of installation requirements and/or terms of use, excessive use beyond the capacity advised by T-Mobile, improper handling or treatment, or use of unsuitable or inappropriate operating materials for which T-Mobile is not responsible; this shall also apply to defects caused by materials provided by the customer. T-Mobile shall not be liable for any damage attributable to atmospheric discharges, overvoltage or chemical impacts and which are beyond its sphere of control. Warranty shall not include replacement of parts which are subject to natural wear and tear unless the defect existed at the time of delivery.

25 Software

- (1) In the case of delivery of proprietary or licensed software of third parties the customer shall acknowledge the scope of the services, the terms of use and the licence regulations, if any, relating to the software. T-Mobile assumes no liability or warranty for any software the customer retrieves from the internet which was not created by T-Mobile. The customer shall in any case fully indemnify and hold harmless T-Mobile from and against claims on account of a violation of the above obligations of the customer.
- (2) If T-Mobile creates customised software, the scope of the services shall be defined by specifications (a system analysis) countersigned by both parties. All rights in the programs and the documentation shall remain with T-Mobile unless expressly agreed otherwise.
- (3) Unless expressly stipulated in the contract, T-Mobile does not warrant that the delivered software meets all requirements of the customer or is compatible with other programs or all system configurations selected by the customer, or that the programs will run without interruption and faultlessly, or that all software errors can be repaired. Unless mandatory law provides otherwise, T-Mobile assumes no liability for any damage that may be caused by software made available to the customer for implementations or similar purposes unless T-Mobile acted

with wilful intent or gross negligence. To the extent possible the customer shall in any case cooperate to avoid damage and shall be responsible himself for making back-ups of all programs and data on an external data storage medium prior to installation. Warranty shall in any case be limited to defects in the program function that can be reproduced (i.e. repeated constantly).

- (4) Making available software to third parties, including short-term assignment of the same, shall be excluded in any case.
- (5) If T-Mobile delivers hardware and software at the same time, no defects in the software shall entitle the customer to rescind the contract immediately, including with respect to the contract which is the basis for use or delivery of the hardware. The same shall apply to agreed services. In particular, defects in the delivered hardware or software shall not entitle the customer to immediately rescind the contract on the provision of internet services. All of the above shall not apply in the case of indivisible services as defined in Section 918(2) ABGB. Clause 19(2) of these GTC shall remain unaffected thereby.

26 Liability

- (1) T-Mobile shall be liable for damages outside the scope of application of the Austrian Product Liability Act [*Produkthaftungsgesetz/PHG*] only if T-Mobile caused the damage by wilful intent or gross negligence. Liability for slight negligence (except for personal injury), consequential damages and pecuniary damages, compensation for savings not earned, lost interest, lost profit or damages arising from third-party claims vis-à-vis the customer shall be excluded unless mandatory law provides otherwise, and T-Mobile's liability for damages shall be limited to EUR 3,700 for any event that causes damage (except for personal injury) vis-à-vis every single party harmed and to EUR 40,000 vis-à-vis all harmed parties together unless mandatory law provides otherwise. In the case that the total loss exceeds the maximum amount, the claims for damages of the parties harmed shall be reduced pro rata.
- (2) T-Mobile shall be liable vis-à-vis consumers as defined in the *KSchG* according to the statutory provisions. However, except in the case of personal injury, for which liability is unlimited, T-Mobile shall be liable for the following damage or disadvantages only if the damage or disadvantage was caused by T-Mobile or its agents by wilful intent or at least gross negligence:
 - damage or disadvantages suffered by the customer in connection with technical support by T-Mobile's helpdesk team requested by the customer;
 - damage or disadvantages suffered by the customer due to remote maintenance work carried out by T-Mobile on the customer's premises at the customer's request and upon the customer's express consent;
 - alteration or loss of data stored with the customer resulting from installation or use of the services which are the subject matter of the contract.

Gross negligence means that the damage is attributable to blatant carelessness on the part of T-Mobile.

- (3) T-Mobile assumes no liability for damage caused due to the fact that approval from the telecommunications authority or other official approvals or private-law approvals or consents of third parties are necessary but have not been obtained.
- (4) If the customer fails to comply with any terms of assembly, putting into operation or use or with any official approval terms, any resulting damages shall be excluded.
- (5) In the case of force majeure, strikes, capacity restrictions of other network operators or in the case of repair or maintenance work the provision of services by T-Mobile may be restricted or interrupted. In such cases liability on the part of T-Mobile shall be excluded unless T-Mobile acted with gross negligence and the restrictions or interruptions are repaired by T-Mobile as quickly as technically and economically feasible.

27 Contact

- (1) For questions regarding T-Mobile products or information in the case of faults the customer may contact T-Mobile's Business Service Line at +43 676/20333. Customers can find more numbers for questions or requests

at magentabusiness.at/service. In addition, the customer may contact T-Mobile via the contact form available at magenta.at/service or by letter to the following P.O. Box:
Magenta P.O. Box: T-Mobile Austria GmbH, P.O. Box 676, 1030 Vienna
Web ELC: Z-Code: Z985675

- (2) The customer may also view and manage customer data and functions relevant to the contract in the self-service area of "Mein Magenta App". The self-service area is also available via the web browser at mein.magenta.at.

28 Applicable law; Place of jurisdiction

- (1) Austrian law shall apply; the conflict of laws rules of the Austrian Statute on Private International Law [*IPRG*] and the provisions of UN Sales Law shall be excluded.
- (2) The parties agree that the court in Vienna having jurisdiction over commercial matters shall be the exclusive place of jurisdiction.

29 Final provisions

- (1) Rights and duties of T-Mobile under this contract may be transferred to entities affiliated with T-Mobile as defined in the Austrian Business Code [*Unternehmensgesetzbuch/UGB*] in whole or in part without the customer's consent. T-Mobile shall indicate the contract transfer by appropriate measures. In derogation from the above, the following applies to consumers: In the case of such a transfer the customer shall be informed about the fact that he may object to the transfer within a period of four (4) weeks.
- (2) If any provisions of the contract or of these terms and conditions are ineffective, the effectiveness of the remaining provisions shall not be affected. The ineffective provision shall be replaced by a valid provision which comes as close as possible to the intended objective.

PART 2 – SPECIAL TERMS AND CONDITIONS

In addition to the general terms and conditions of Part 1 of these GTC, the following special terms and conditions shall apply to specific services of T-Mobile. If domains or web hostings are being offered to consumers, these GTC shall apply except for the company-specific terms and conditions. Naturally, the mandatory consumer-law provisions shall apply.

30 Special terms and conditions for domain registrations

The services which are the subject matter of the contract consist in the provision of the services by T-Mobile which are described in more detail in the SP for domain registrations. T-Mobile shall be entitled to use an agent (registrar) to provide that service.

- (1) The customer instructs T-Mobile to register the ordered domain in the customer's name with the registration agency in charge of the relevant top-level domain. By ordering a domain two contractual relationships will be established: on the one hand, one between the T-Mobile and the customer with regard to the administration of the domain (DNS service, support, etc.); on the other hand, a contractual relationship will be established between the customer and the relevant registration agency in charge with regard to registration (delegation) of the domain, under which T-Mobile merely acts as an intermediary on the customer's behalf. Exclusively the customer will be registered as the domain holder. The different top-level domains are managed by a vast number of different registration agencies. Each of those organisations issuing domains has different terms and conditions for the registration and administration of top-level domains and for the procedure in the case of domain disputes.
- (2) The top-level domains .at, .co.at and .or.at are managed by the registration agency nic.at Internet Verwaltungs- und Betriebsgesellschaft m.b.H. (hereinafter "nic.at"). Accordingly, there is a contractual relationship between the customer and nic.at. with regard to registration and use of the domain. The customer accepts the General Terms and Conditions and Registration Guidelines of nic.at as amended from time to time as the contractual basis. The General Terms and Conditions and Registration Guidelines of nic.at apply to all transactions (new registration, changes of domain data, etc.) which are carried out by T-Mobile on behalf of the customer or by the customer himself. The General Terms and Conditions and Registration Guidelines can be retrieved from www.nic.at and T-Mobile will send a copy to the customer upon request.

- (3) As regards other top-level domains the general terms and conditions of contract and allocation guidelines of the relevant registration agency in charge shall apply. They can be retrieved from magentabusiness.at and T-Mobile will send a copy to the customer upon request.
- (4) With respect to the domain registered with the registration agency for the customer T-Mobile acts as the administrator for the duration of the contract. T-Mobile assumes no liability for the contractual duties assumed by the registration agency in charge vis-à-vis the domain holder.
- (5) The customer agrees that T-Mobile or an agent instructed by T-Mobile will be stated as the recipient of the invoice for domain fees with the registration agency in charge and that the domain fees will be directly invoiced to T-Mobile or its agents.
Billing the customer will be done by T-Mobile, with the domain fee paid to the registration agency being included in the charges T-Mobile invoices to the customer.
Domain fees will always be charged for the total minimum registration period in advance. Billing the customer shall commence upon successful registration of the domain or, in the case of a domain transfer, upon successful taking delivery of the domain by T-Mobile. In the case of a domain transfer fees paid in advance will not be refunded by T-Mobile and the customer shall have no claims for compensation vis-à-vis T-Mobile in this respect.
- (6) T-Mobile assumes no liability for availability of a domain. In particular, T-Mobile has no control over actual successful allocation of a domain ordered by the customer by the registration agency. Therefore, the parties expressly put on record that T-Mobile assumes no liability whatsoever that the domain ordered by the customer will actually be registered in the customer's name or that the domain will be registered at a certain point in time. T-Mobile does not acquire or grant any rights to the domain name.
- (7) The domain holder represents that he will observe the relevant statutory provisions and, in particular, that registration of the domain will not infringe upon the rights of third parties. T-Mobile shall be under no obligation to check the lawfulness of the domain, e.g. in terms of trademark law or the law of rights to names. However, T-Mobile reserves the right to reject purchase orders in the case of obvious violations of the law with no obligation to state reasons. The customer undertakes to indemnify and hold harmless T-Mobile, its agents and the registration agency in charge if they are held liable by third parties whose rights were infringed upon.
In the case that T-Mobile is held liable by third parties T-Mobile reserves the right to restrict the customer's right to use the relevant domain or to lock the same completely.
- (8) The customer shall truly and completely provide the following details at the time he places the order: name, address, email address, phone and fax number (if any). T-Mobile shall send those details, including the details of contacts advised by the customer, to the registration agency for the purposes of and in connection with the provision of services. The customer expressly agrees to publication of those details on the internet, in particular in the WHOIS database of the relevant registration agency. As regards other contacts advised by the customer at the time he places the purchase order the customer represents that he has obtained their consent and will indemnify and hold harmless T-Mobile in this respect. The customer undertakes to keep his data up to date and in the case of changes of this data, in particular of the email address, he shall immediately inform T-Mobile thereof and instruct T-Mobile to update his data. If the customer fails to do so, T-Mobile shall in no case be liable for any damage the customer may suffer due to inaccurate data in the relevant WHOIS database.
- (9) T-Mobile shall endeavour to process all purchase orders and change requests as quickly as possible and according to standards customary in the market, but cannot guarantee a minimum time for processing and forwarding. T-Mobile shall not be liable to entrepreneurs for damage caused by faulty transmissions, except in cases of wilful intent or gross negligence.
- (10) Domains may be exclusively registered for the relevant minimum registration period. The minimum registration period will depend on the relevant top-level domain and is defined in the Specifications for domain registrations.
- (11) Unless the customer gives written notice of termination of the domain contract at least four (4) weeks before the end of the minimum registration period, the contract on the domain shall again be renewed by the initial minimum registration period. Consumers will be informed by T-Mobile by means of separate emails of their right of termination and the legal consequences that may occur if they do not exercise such right (renewal of the domain contract by the initial minimum registration period).
- (12) The customer undertakes to terminate the domain contract exclusively in writing through T-Mobile. T-Mobile shall provide the customer with a notice form for that purpose. After receipt of notice of termination T-Mobile will terminate the domain contract with the registration agency in charge on behalf of the customer.
- (13) Domains that have been terminated will be cancelled by the registration agency upon expiry of the service period and will then be freely available for new registration. In the case of termination of the contract in accordance with Clause 18 of these GTC the contractual relationship between the customer and the relevant registration agency shall remain unaffected.
- (14) In the case of termination or a domain transfer the customer shall have no claim to refund with respect to an agreed minimum registration period for fees paid in advance and shall have no claims for damages vis-à-vis T-Mobile in this respect.
- (15) If the customer fails to pay his fees, T-Mobile shall be entitled, without prejudice to the provisions of Clause 9 of these GTC, to restrict the customer's power to use the domain concerned. If the customer gives inaccurate, invalid or unlawful information, T-Mobile shall be entitled to decline domain orders or reject changes to the domain.
- (16) With regard to disputes about .com, .net, .org, .info or .biz top-level domains, including but not limited to infringements of trademark rights, rights to names or other proprietary rights, the customer submits to the Uniform Domain Name Dispute Resolution Policy of the Internet Corporation for Assigned Names and Numbers (hereinafter referred to as "ICANN"), which can be retrieved from www.icann.org/udrp/.
- (17) With regard to .eu top-level domains, including but not limited to infringements of trademark rights, rights to names or other proprietary rights, the customer submits to the .eu Alternative Dispute Resolution Rules, which can be retrieved from www.adr.eu.
- (18) The customer agrees to all measures T-Mobile will have to take to comply with awards handed down by an arbitral tribunal authorised by ICANN according to the Uniform Domain Name Dispute Resolution Policy.

31 Special terms and conditions for web hosting

- (1) The contractual services can be seen from the relevant SP for web hosting products.
- (2) The customer knows that due to the technical conditions of web hosting products availability of the services offered may be disrupted. T-Mobile shall use utmost care to maintain the technical systems controlled by it in the best possible condition. Nonetheless, T-Mobile does not warrant to entrepreneurs that the services will work without interruptions or faults or that the stored data will be preserved under all circumstances; except for cases of wilful intent or gross negligence.
- (3) The customer undertakes not to store any content in the webspace provided by T-Mobile which is unlawful, immoral, sexually offensive, unethical or otherwise inadmissible. If such undesired content exists, T-Mobile shall inform the customer thereof by email and ask him to remove such content or have it removed within a reasonable period of time. The assessment of whether stored contents are immoral, sexually offensive, unethical or otherwise inadmissible shall be at T-Mobile's discretion. If the customer does not comply with such request within the prescribed period, T-Mobile shall be entitled to block access to the customer's sites without further notice or deadline. If unlawful contents exist, T-Mobile shall be entitled to block the hosted site without notice and without having to observe any time limits. If a site is blocked, T-Mobile will inform the customer thereof by email. Moreover, any violation of these obligations shall entitle T-Mobile to terminate the contract with immediate effect as defined in Clause 18 of these GTC.
- (4) T-Mobile has no influence over the data stored by customers in the webspace. The customer shall be solely liable for the contents stored. Any liability on the part of T-Mobile shall be excluded. T-Mobile shall be under no obligation to check the data stored in the customer's webspace for unlawful contents. T-

Mobile shall be entitled but under no obligation to block access of the customer to the hosted site and/or to delete incriminated data sets if a violation of laws, public law and order or morality is to be expected or has occurred. In particular if T-Mobile is informed by third parties about unlawful contents, T-Mobile shall be entitled to block the hosted site immediately and without notice or observance of time limits. If a site is blocked, T-Mobile will inform the customer thereof by email.

- (5) In addition, the customer shall not set up any news groups or chat forums on the sites hosted by T-Mobile or store without authorisation contents that are protected by copyright. In the case of misuse T-Mobile shall be entitled to block the hosted site without notice or to take other appropriate measures to stop such misuse. T-Mobile will inform the customer by email of the measure taken or the deactivation. The customer undertakes to indemnify and hold harmless T-Mobile from and against all claims arising from non-fulfilment of these obligations, including but not limited to legal actions against T-Mobile under the Copyright Act. Any violation of these obligations shall entitle T-Mobile to terminate the contract with immediate effect as defined in Clause 18 of these GTC.

32 Special terms and conditions for security solutions

- (1) The contractual services can be seen from the SP for security solutions.
- (2) The customer knows that due to the technical conditions of the internet and other network services there can be no full protection against viruses or other malware at all times. Such protection cannot and will thus not be owed by T-Mobile as part of its performance. T-Mobile shall provide the service offered according to the standard of utmost care and shall therefore only be liable for damage caused by wilful intent or gross negligence by viruses, Trojans, spyware or other malware or which results from hacker attacks or other unauthorised access to the customer's personal computer.
- (3) In the case of firewalls/VPN/VPL which were installed and/or operated and/or checked by T-Mobile, T-Mobile shall, in principle, apply utmost care and state-of-the-art technology. However, the customer is informed about the fact that no absolute security or full functionality of firewall systems can be warranted. T-Mobile's liability for disadvantages caused by the fact that firewall systems installed, operated or checked on the customer's premises are circumvented or put out of operation shall therefore be excluded unless T-Mobile can be accused of wilful intent or gross negligence. T-Mobile points out that liability is neither assumed for errors in use on the part of the customer, his agents or staff, nor in the case of alterations of the software or of configurations without authorisation or approval from T-Mobile.

33 Special terms and conditions for IP-based telephony service (VoIP)

- (1) The contractual services can be seen from the relevant SP. T-Mobile shall be entitled to decline the customer's offer to contract if his subscriber line does not meet the technical requirements. This will be the case, e.g., if the cable is too long, if attenuation is too high or if impairments are too strong.
- (2) Subscriber charges will be shown in the form of an itemised bill unless the customer objects. The customer shall be given the option to be sent the itemised bill in hard copy free of charge upon request. When creating the itemised bill, only data which is absolutely necessary for that purpose will be used. The passive subscriber numbers or other details for identification of a recipient of a message will be stated on the itemised bill in abbreviated form only unless the rate for a connection can only be deduced from the unabbreviated subscriber number or the customer has stated in writing that he has informed all current and will inform all future co-users of the subscriber line thereof. In that case the customer will be sent an unabbreviated itemised bill for future billing periods. Calls or other connections for which no charge has to be paid and calls or connections to emergency services will not be stated.

34 Special terms and conditions for non-IP-based telephony service (CPS)

- (1) The contractual services can be seen from the SP for non-IP-based telephony products applicable from time to time. In order to provide non-IP-based voice telephony services, a telephone or ISDN connection with Telekom Austria is required which enables access to T-Mobile's communication network (access port).
- (2) The customer shall notify T-Mobile of any change of the landline

operator of the access port as well as of termination of the contractual relationship or entry of a third party into the contractual relationship (transfer) regarding the access port.

- (3) If the contractual relationship with Telekom Austria with respect to the access port is terminated or if a third party enters into that contractual relationship (transfer), the contractual relationship regarding access to T-Mobile's communication network shall also be terminated upon termination or effective transfer of the contractual relationship.
- (4) The regulation of Clause 29(2) of these GTC shall apply with respect to itemised bills.

35 Special terms and conditions for services via HFC or FOC

- (1) Services via HFC or FOC may only be purchased by entrepreneurs. T-Mobile shall install the connection on the terms and conditions of the relevant specific agreement up to the connection socket that will be placed in agreement with the customer. The connection will be installed on the customer's premises on the wall unless mutually agreed otherwise and at the customer's cost.
- (2) Connection cables, amplifiers, additional equipment settings, TV or VHF diplexers or decoders, cable modems and IP routers or installation of a second connection socket on the customer's premises shall not be included in the installation fee.
- (3) T-Mobile shall be in charge of operation and maintenance of the subscriber line up to the connection socket or the T-Mobile equipment connected to the socket, if any. Only T-Mobile or its agents may work on the line.

36 Special terms and conditions for the assignment of transmission paths

- (1) The customer shall, in addition to the general rights and duties under these GTC, allow installation of the transmission paths and for that purpose provide all necessary official approvals and present the statement of consent of the person authorised to use the property. In the statement of consent the person authorised to use the property shall agree to all installations plus appurtenances which are necessary to install transmission paths on the property as well as in or to buildings on the property and to the feeding-in and feeding-through of lines. The customer shall be liable to T-Mobile for the accuracy and completeness of the statement of consent of the person authorised to use the property.
- (2) In addition, T-Mobile shall be made aware of gas, water, electricity and telecommunication lines.
- (3) At the time of conclusion of the contract the customer shall advise the name of an engineer in charge.
- (4) The customer shall provide the required rooms which are suitable (e.g. with respect to humidity and temperature) and keep the same in a suitable condition. Any and all expenses related to maintenance, expenses for repairs, installation and deinstallation of systems shall be borne by the customer.
- (5) If the customer does not meet all necessary requirements, T-Mobile may rescind the contract by giving at least 14 days' notice. In that case the customer shall reimburse T-Mobile all expenses incurred under the present contractual relationship by then. If an order is cancelled, T-Mobile may in addition collect at least one monthly charge, with the right to claim additional damages remaining unaffected.
- (6) The customer may only use terminal equipment which is approved accordingly and cannot cause any interferences with the network of T-Mobile and which is suitable for the type of transmission path.
- (7) In addition, the customer shall protect the assigned transmission path by appropriate measures and systems against the influence of external emissions (e.g. external voltage).
- (8) The customer shall immediately report any fault to T-Mobile via phone, fax or email. Communication between the parties shall be effected between T-Mobile and the customer's engineer in charge whose name was advised by the customer at the time of conclusion of the contract. If no such report is made, the fault will not be registered. When reporting a fault to T-Mobile the customer shall state the data which is necessary to identify the transmission path concerned and to clear the fault. The customer shall support T-Mobile in order to reduce repair times in the best way possible.
- (9) In addition to Clause 18 of these GTC T-Mobile shall be entitled to block transmission paths if T-Mobile's network is disturbed by such transmission

paths, provided that the fault is in the customer's sphere of control and no immediate fault-clearing is possible.