

General Terms and Conditions of Multiconnect GmbH for Business Customer Solutions (GTC BCS)

Last update 1 December 2024

Please note: The original and authentic language of the agreement is German.

The German-language agreement shall be used for any disputes arising from or in connection with the agreement.

1 Object of the service contract

(1) Multiconnect GmbH ("Multiconnect") and the customer as a business customer have concluded a service contract to which these GTC BCS apply and govern the contractual relationship. "Business customer" is an entrepreneur in accordance with § 14 of the German Civil Code (BGB).

(2) On the basis of this contractual relationship, Multiconnect provides the customer with special telecommunications services and/or telecommunications infrastructure for business customers to use. Other services may also be agreed in this context.

2 Conclusion of the service contract

(1) A service contract is concluded when Multiconnect sends the customer a written contractual offer for the provision of a specific service (order offer) and the customer places the order in writing within the offer period (acceptance).

(2) All other Multiconnect offers **are** non-binding.

(3) Notwithstanding paragraph 1 of this section, a service contract may be concluded by means of a written order from the customer (customer offer) and written order confirmation from Multiconnect (acceptance). Acceptance can also be made by e-mail or by activating the service.

(4) "Written" includes documents with a handwritten signature or qualified electronic signature. The document can also be sent as a PDF attachment to an e-mail, by fax or via another electronic communication channel used by Multiconnect.

3 Implementation of the contractual relationship

(1) The services to be provided by Multiconnect result from the agreements made, these GTC BCS and, if applicable, from service descriptions to which reference is made.

(2) The contract is implemented after all legal and technical requirements have been met.

(3) Multiconnect is entitled to provide services through third parties.

(4) The customer must notify Multiconnect immediately in writing of any changes in his circumstances. This includes changes in particular:

- the name or legal form,
- of the legal representatives,
- the registered office, address, invoice address or e-mail address or
- the bank details,

as well as fundamental changes in financial circumstances such as the application for or opening of insolvency proceedings or enforcement measures.

4 Telecommunications services

4.1 Agreed service

(1) Multiconnect provides the customer with access to the public telecommunications network of Multiconnect or a partner company to establish connections (service) as part of a service contract.

(2) Access to the public telecommunications network takes place either directly via the service platform or as a VoIP connection via a SIP trunk provided on the service platform.

(3) When forwarding calls to a destination number, the customer can use any subscriber phone number in the EEA or a tollfree German phone number. Other destination numbers require explicit agreement. The customer shall ensure that the owner of the destination number has agreed to the call forwarding and that the number capacities provided by the customer at the destination connections are suitable for receiving the call volume to be serviced in a sufficient manner.

(4) These GTC BCS use the following terms:

Term	Explanation of the term
number	Value-added number, subscriber phone number or 'other number' (including e-mail address)
value-added number	All numbers in these GTC BCS for which a provider remuneration is charged, e.g. premium rate numbers and comparable (e.g. in Germany: 0137, 0180, 0900, 118).
tollfree phone number	Tollfree phone numbers (in Germany: 0800) are 'other numbers'. Special case "Donation": The rules for a value-added number are applied analogously in these GTC BCS to a tollfree phone number (0800 in Germany) used in connection with a donation service: The donations received are treated in the same way as "provider remuneration".
subscriber phone number	Mobile or fixed network phone number (in Germany: local network phone number or 'national subscriber phone number' without provider remuneration).
foreign Number	A number that does not belong to the German plan of the Federal Network Agency.
connection	Depending on the content of the contract: telephone connection, SMS message or a connection via another telecommunications service.

4.2 Numbers

4.2.1 Assignment of numbers

(1) The service is assigned at least one number under which the agreed service can be used for connections.

(2) In principle, as many numbers are assigned to the service as

are required for the agreed service.

4.2.2 Allocation by regulatory authority

- (1) If the customer is allocated a number directly by a regulatory authority, the customer is responsible for the allocation and availability of the number.
- (2) The customer proves his right to use the number by submitting a copy of the allocation certificate.
- (3) The customer shall inform Multiconnect immediately in text form if his right to use of the directly allocated number changes or ends - e.g. if the number is cancelled or returned.

4.2.3 Foreign number

The customer can use a number that belongs to a third party, provided that it is permitted to use it (as part of a service). The customer must provide proof of authorisation for use and assignment of the number to the third party. The customer is responsible for the permissibility of use.

4.2.4 Utilisation

- (1) The usability and utilisation of a number are always based on the currently applicable official or legal requirements for this number.
- (2) Upon request, the customer shall provide a description of use in text form, stating the extent and content of the services provided via the number(s) as a service, in particular for premium rate or mass traffic phone numbers (in Germany 0900 or 0137).
- (3) The customer shall inform Multiconnect immediately prior to implementation of any significant changes affecting the extent or content of number utilisation, in particular increased advertising measures.
- (4) When using a phone number for bulk traffic, at least 75% of connections must be requested on a weekly average. If this limit is not reached, Multiconnect can limit the number of simultaneous connection attempts and switch on a corresponding message.
- (5) The customer may only use access to the public telecommunications network in compliance with the technical terms of use and legal requirements, in particular by connecting authorised devices.

4.2.5 Authorised use

- (1) The customer may only use the numbers assigned to the service for himself and not for third parties. "Third parties" are also affiliated companies in accordance with §§ 15 et seq. of the German Stock Corporation Act (AktG).
- (2) If legally permissible, the customer may also use numbers allocated to him for third parties (as part of a service).
- (3) The use of numbers as a telecommunications provider for own end customers requires a separate agreement.
- (4) The sale or transfer of the numbers provided by Multiconnect for a remuneration is prohibited. If this is legally permitted, a prior written agreement or consent from Multiconnect is required.

4.2.6 Porting and changing providers

- (1) Phone numbers can be imported into the public telecommunications network provided for the service. At the end of the contract, they can be taken to another provider, in the case of a German mobile phone number also during the contract term. The condition is that the legal and technical requirements are met.
- (2) The customer shall co-operate in the porting to the extent necessary. He provides Multiconnect with the explanations or information that enable it to port the phone number and is responsible for releasing the phone number.

- (3) If the customer is a telecommunications provider, the customer is generally responsible for pre-arranging the porting.

4.3 Value-added numbers

4.3.1 Provider remuneration

- (1) In the case of value-added numbers, the customer is generally entitled to the agreed provider remuneration for the content services provided via the number. The amount of remuneration depends on the agreed conditions.
- (2) The payment of the provider remuneration to the customer requires the prior receipt of money by Multiconnect. For German premium rate numbers, the money is usually received within at least six (6) weeks after the end of the service month. For German premium phone numbers (e.g. 0900), however, payment can only be made on the 15th day of the second month at the earliest. nately after the month of performance (e.g. month of service = July → earliest pay out on 15 September).
- (3) Multiconnect settles the provider remuneration with the customer once a month. Multiconnect offsets the provider remuneration received against its claims against the customer (including reclaims or fees for processing complaints). If the balance is positive, the customer receives a credit note; if the balance is negative, the customer receives an invoice.
- (4) Invoice items are shown net, plus the applicable statutory value added tax. If the reverse charge procedure is applicable, Multiconnect will not charge VAT if proof of this is provided by the customer.

- (5) Each payment of provider remuneration is subject to reclaim, e.g. in the event of a reclaim of provider remuneration by a pre-provider or due to a prohibition on forwarding and/or collection by the regulatory authority.

4.3.2 Bad debt loss for provider remuneration

- (1) To protect against bad debt losses, e.g. in the event of the risk of return debit notes or reclaims, Multiconnect may withhold an appropriate amount of provider remuneration as security and only make instalment payments.
- (2) In the event of a significant increase in call volume, which indicates that a pre-service provider will not pay call charges for services rendered or will not pay them on time, Multiconnect may withhold an appropriate amount of provider remuneration until payment is received. The customer will be informed promptly.
- (3) In the event of a billing and collection ban by the regulatory authority, Multiconnect must implement the official requirements. Payment of provider remuneration can be refused on this basis, and remuneration already paid out can be revoked and reclaimed.
- (4) If there is reasonable suspicion that the customer or the customer's customer has generated connection volumes in breach of legal requirements (possibly with the involvement of third parties or with the intention of obtaining distributions), the payment of provider remuneration may be withheld or refused. In this case, provider remuneration paid out can be cancelled and reclaimed from the customer.
- (5) Payment of the provider remuneration may be withheld in whole or in part if criminal investigation proceedings, e.g. for fraud, have been initiated against the customer or the customer's customer in connection with the value-added number. If no unlawful act is established, payment will be made as soon as Multiconnect is aware of the conclusion of the proceedings. Until then, the provider remuneration is held in trust without interest. The

customer must inform Multiconnect immediately of the conclusion of the proceedings and shall bear the costs incurred by it in this matter, which can be offset against the withheld provider remuneration.

(6) Reference is made to the applicability of section 6.6 to secure payment.

4.3.3 Complaints

If no agreement is reached on the processing of complaints about value-added numbers, Multiconnect shall decide whether it processes the complaint itself or forwards it to the customer and refers it to the customer.

4.4 Special rules for foreign numbers

(1) The service contract for a foreign number has a minimum term of twelve (12) months, unless otherwise agreed. After expiry of the term, the contract is extended by the same term if it has not been cancelled in due time.

(2) In the event of ordinary cancellation of the service contract, the customer shall owe the basic fees until the end of the contract term, irrespective of when the cancellation was issued or whether the premium rate number is still being used or can be used.

(3) The basis for the billing of a foreign number is the billing of the foreign provider. Multiconnect bills the customer in euros. Multiconnect converts foreign currency amounts into euros in accordance with the current VAT conversion rate, which is published monthly by the German Federal Ministry of Finance in accordance with § 16 (6) of the German VAT Act (UStG).

(4) Multiconnect can pass on charges from payment transactions with foreign currencies.

(5) Porting of foreign phone numbers cannot be guaranteed. Fees may be incurred for porting foreign phone numbers.

(6) If Multiconnect changes the pre-provider (in particular due to a price increase or contract adjustment), Multiconnect may demand a renegotiation of the agreed price if it can no longer provide its services at the agreed price due to the change. If no agreement can be reached within one month, Multiconnect may terminate the service contract for cause with three (3) months' notice to the end of the month if a longer notice period has been agreed.

4.5 Service platform

If Multiconnect's service includes customer access to its service platform, the following applies:

(1) Multiconnect provides the customer with online access to the web user interface of the service platform for the use of certain (administrative) additional services. The customer does not acquire any rights to the software provided for this purpose.

(2) The user interface of the access can be called up via common Internet browsers in a current version using your own Internet access.

(3) The customer requires a user name and password for access. The password must be kept secret. The customer shall change the password immediately if he knows, suspects or must assume that unauthorised third parties know the password.

(4) The customer must pay the remuneration arising from authorised or unauthorised use of their online access if they are responsible for the use. The customer is responsible for proving that he is not responsible for the use of the online access.

(5) Multiconnect is free to further develop the user interface as long as the agreed functionalities remain available.

4.6 Protection against abuse

4.6.1 Misuse of the agreed service

(1) The customer (and their customers) is prohibited from misusing the agreed service. The customer is responsible for the legality of the use. The customer shall provide its own services in accordance with the applicable regulatory and legal requirements.

(2) Abuse within the meaning of paragraph 1 sentence 1 of this section shall be deemed to be misuse in particular:

- a) violations of the law, official or judicial requirements or infringement of third-party rights (e.g. copyrights, trademarks, ancillary copyrights) by or via the agreed service;
- b) immoral, fraudulent or improper use, e.g. by manipulating phone numbers or other numbers, by transmitting malware, by sending spam, unauthorised advertising or harassing messages;
- c) automated creation and sending of SMS messages to a large number of end users (e.g. SMS mass mailing, bulk SMS);
- d) offering telecommunication services from Multiconnect without a contractual agreement with Multiconnect;
- e) commercial forwarding of connections or the provision of interconnection services by using the agreed service;
- f) establishing connections (from third-party telecommunications networks to the telecommunications network of Multiconnect or from the telecommunications network of Multiconnect to third-party telecommunications networks) for the purpose that the customer or another party receives or is to receive payments or other pecuniary benefits in return; in particular through SMS messages that are generated and sent automatically or through SMS messages that are not used for normal communication between end users and may be sent using technical aids such as dial-up devices;
- g) unusual use with flat-rate prices (flat rate, volume packages, etc.), e.g. by establishing permanent voice or data connections comparable to a dedicated line;
- h) in the event of reasonable suspicion that the end user's connection is being misused or manipulated by third parties, e.g. in the event of a sharp increase in connection volume;
- i) disruption, manipulation or damage to the public telecommunications network of Multiconnect (or its partner company) through the agreed service or the use of the access provided by this contract.

(3) The customer is responsible for taking appropriate measures to prevent unauthorised use of the agreed services. He must take all reasonable steps to protect the connection and his end devices from unauthorised use.

(4) If there is reasonable suspicion of misuse, Multiconnect can take the necessary measures to rectify the misuse.

(5) Multiconnect can carry out a block if there is a reasonable suspicion that the service, the connection or the number of the customer is misused or manipulated by third parties. The rules for blocking can be found in section 9. A reasonable suspicion may arise, for example, from a significant increase in call volume in an individual case or a request for a statement from the regulatory authority on the use of a number.

(6) Upon request, the customer shall co-operate immediately in the detection and investigation of (suspected) cases of misuse to the extent necessary and provide information.

(7) If the abusive use falls within the customer's sphere of responsibility, Multiconnect may terminate the service (including the provided number) extraordinarily in accordance with § 314 of

the German Civil Code (BGB) and refuse to provide the service again.

(8) The customer shall indemnify Multiconnect against all third-party claims and compensate Multiconnect for any damage caused by or as a result of the improper use of the agreed services, insofar as the customer is responsible for this.

(9) These regulations also apply to the customer's customers. The customer shall inform its customers of this. As a telecommunications provider, it must pass these regulations on to its customers insofar as they are applicable to the agreed service.

4.6.2 *Misuse by others*

(1) To protect the customer, its customers or Multiconnect, Multiconnect may block incoming connections from certain telecommunications networks or from certain numbers in whole or in part, permanently or temporarily, if there is reasonable suspicion of misuse or non-payment of provider remuneration.

(2) Claims for damages by the customer, including loss of profit, are excluded in this case.

4.7 Technical operation

4.7.1 *Basic Service Level Agreement*

If no other service level has been agreed, the following applies:

(1) Multiconnect shall provide the agreed service within the scope of its technical and operational capabilities.

(2) The average service availability in the public telecommunications network of Multiconnect (and affiliated companies) is 97.5% per year, unless otherwise agreed.

(3) The following times do not affect the availability time:

- downtimes due to planned work;
- disruptions/downtimes in networks of other companies;
- causes in external networks, due to which the agreed service is/was not accessible;
- disruptions/downtimes due to force majeure;
- disruptions/downtimes due to official or judicial measures for which Multiconnect is not responsible;
- disruptions/downtimes that occur because the customer does not fulfil his obligation to cooperate, or does not do so sufficiently, or has not complied in good time.

4.7.2 *Interference suppression*

(1) Multiconnect remedy faults immediately:

- in its public telecommunications network within the scope of its technical and operational possibilities;
- in other public telecommunications networks used by Multiconnect to provide its services, within the scope of its contractual possibilities.

(2) There is no fault if work is planned. Furthermore, there is no fault if the agreed service cannot be reached from third-party networks, as there is at the wholesale level no entitlement to specific connections being supplied. If Multiconnect has an interconnection with the third-party network operator, it will inform the latter of the unavailability of the number if the operator accepts notifications in this regard.

(3) The customer shall report Multiconnect immediately of any faults in the service and, if necessary, assist with fault clearance.

(4) The customer is responsible for rectifying faults in the customer's terminal equipment connected to the Multiconnect network.

(5) If the customer causes the fault, Multiconnect may charge the

customer for the fault rectification costs and unnecessary expenses. The same applies to costs incurred by Multiconnect because the customer did not report a fault, reported it inadequately or delayed it.

4.8 Options

Subscribers can apply to have their phone number, surname, first name and address entered in end user directories.

5 Telecommunications infrastructure

If the provision of cloud software as a telecommunications infrastructure (e.g. virtual telephone system) is part of the agreed service, the following applies:

(1) The software is provided to the customer for use in accordance with the service description for the duration of the contract. Multiconnect has the necessary licence rights for this.

(2) The customer acquires neither ownership of the software nor a right to reproduce, sell, lease or transfer it to third parties. Any technically necessary duplication for processing a customer device is permitted.

(3) Section 4.5 paragraphs 2 to 5 apply accordingly to online access.

(4) The customer may only use the infrastructure provided in compliance with the official and legal requirements. The customer is responsible in particular with regard to

- listening in on and recording conversations and making recordings of conversations accessible,
- the use for the control of employees and
- the processing of traffic data in the software.

(5) The customer may only use the infrastructure provided in compliance with the terms of use. The customer shall only connect suitable devices.

(6) Multiconnect is responsible for maintenance, servicing and updating the software. Section 4.7.2 applies to the extent applicable with regard to fault clearance.

(7) The software may be updated to correct errors, to adapt to a new legal situation or to the current state of the art or of the manufacturer. The software may be freely developed further, provided that it can be used in accordance with the contract.

(8) There is no defect if the software can no longer be used or can no longer be used as usual due to technical or legal circumstances or changes over which Multiconnect has no influence (e.g. in the hardware, the operating system, software (especially Internet browsers) and end devices used by the customer).

(9) The maintenance obligation and warranty do not extend to insignificant defects in the software.

(10) Strict liability in accordance with § 536a (1) alternative 1 of the German Civil Code (BGB) is excluded.

(11) Multiconnect is not responsible for third-party software to be installed on the business partner's end devices ("end device software") in order to use the contractually agreed cloud software as a telecommunications infrastructure. This applies even if the manufacturer of the cloud software is identical to the manufacturer of the end device software, because Multiconnect has no influence on the end device software. Multiconnect is therefore not liable for the compatibility of the end device software with the customer's end devices, operating systems, internet browsers or other applications, regardless of their version or time of manufacture.

6 Multiconnect receivables

6.1 Remuneration

- (1) Multiconnect receives the agreed remuneration for its services. The agreed remuneration may also be derived from price lists to which reference is made in the service contract.
- (2) In the case of outgoing connections, Multiconnect can also assert third-party claims for the use of third-party value-added services as its own.
- (3) Multiconnect may charge a fee of EUR 150 net per commenced working hour for processing a complaint about a value-added number.
- (4) If no remuneration has been agreed for a service provided, Multiconnect may determine it in accordance with §§ 315 et seq. of the German Civil Code (BGB).

6.2 Billing

- (1) Multiconnect generally invoices its services once a month.
- (2) Connection services are billed on the basis of traffic data from Multiconnect or its pre-providers. Connections billed by duration are billed to the second.
- (3) Multiconnect shall offset Multiconnect's receivables against the provider remuneration to which the customer is entitled without a separate offsetting declaration.
- (4) Chargeback fees for which Multiconnect is not responsible will be charged to the customer.
- (5) Invoice items are shown net plus the applicable sales tax. If the customer is a German telecommunications provider and Multiconnect has a valid reseller certificate from the customer, no VAT will be charged (reverse charge).
- (6) Objections to the invoice must be raised within eight (8) weeks of receipt of the invoice, otherwise the invoice shall be deemed approved. Statutory claims remain unaffected. An objection to the invoice must be substantiated and raised in text form.
- (7) Multiconnect does not (or no longer) have to provide proof of billing if the traffic data used for billing has already been deleted due to legal requirements.
- (8) Multiconnect may assert justified claims against the customer from other telecommunications providers, end users or authorities for which the customer is responsible to Multiconnect.

6.3 Terms of payment

- (1) Multiconnect's receivables are due upon receipt of the invoice. The invoice can be sent electronically.
- (2) Multiconnect collects due receivables by SEPA direct debit. The customer issues a SEPA direct debit mandate for this purpose. If the customer cancels the mandate, Multiconnect may charge a reasonable monthly fee for the additional expense of an alternative payment method, as the calculation of its remuneration is based on the use of the SEPA direct debit scheme.
- (3) The date on which payment is credited to Multiconnect's account is decisive for the timely receipt of payment.

6.4 Delay

The customer shall be in delay no later than 30 days after the due date and receipt of the invoice if he does not settle the invoice amount. An earlier start of delay can be effected by a demand for payment. The delay interest rate is based on § 288 of the German Civil Code (BGB). Further claims are reserved.

6.5 Offsetting and retention

- (1) The customer may only offset undisputed, recognised or legally established claims.
- (2) The customer can only assert a right of retention from this contractual relationship.

6.6 Payment protection & credit agencies

- (1) To protect against payment defaults, e.g. in the event of doubts about the customer's creditworthiness, Multiconnect may make the conclusion of the contract or its services dependent on an appropriate security deposit from which Multiconnect can satisfy its claim against the customer if the customer does not pay despite being due and receiving a demand for payment.
- (2) The security can be provided in the form of a deposit in cash (in cash or by bank transfer) or as an unlimited, directly enforceable guarantee from an EU credit institution on first demand without defence of failure to pursue remedies. It must be provided within two (2) weeks and does not bear interest. In the event of default, Multiconnect may suspend its services until the security has been provided and terminate the contract without notice if the security has still not been provided after a grace period of two (2) weeks. Services provided up to that point and any basic fees incurred must still be paid by the customer. The right to assert further claims remains reserved.
- (3) At the end of the contract, the security is returned to the customer or paid out if Multiconnect has no further claims against the customer.
- (4) Multiconnect may obtain information from credit agencies or credit bureaus to check the customer's creditworthiness and credit standing, in particular during the contract initiation phase and in the event of reasonable doubt during the term of the contract. The customer will be informed about the data processing and the type of information obtained if he is a natural person. After the end of the contract, the data collected will be deleted at the latest after three (3) years at the end of the year.
- (5) Multiconnect may, if it has a legitimate interest and in compliance with data protection regulations, report data on non-contractual settlements (e.g. demand for payment or enforcement notice, foreclosure) to SCHUFA or other credit agencies, provided that the customer's legitimate interests are not impaired. The customer can obtain information about their stored data from the relevant credit agency. Multiconnect will inform the customer of the credit agency used upon request.

7 Liability

7.1 Liability rules for both business partners

- (1) The business partners shall be liable without limitation in the event of injury to life, body or health and in the event of wilful intent or gross negligence.
- (2) In the event of negligent breach of a cardinal obligation (Kardinalpflicht), the amount of liability shall be limited to the foreseeable damage typical for the contract. However, the amount of liability shall not exceed the amount of an applicable legal liability provision, e.g. § 70 of the German Telecommunications Act (TKG).
- (3) If there is no liability in accordance with paragraph 1 of this section, liability for negligent breaches of duty that do not constitute cardinal obligations is excluded.
- (4) The personal liability of the bodies of the contracting parties is excluded, except for wilful intent.

7.2 Special liability rules for Multiconnect

(1) Multiconnect is also liable without limitation for warranted characteristics or under the Product Liability Act (Produkthaftungsgesetz).

(2) However, Multiconnect is not liable for:

- Performance restrictions due to planned work,
- faults or damage due to force majeure (paragraph 3 of this section),
- faults or damage in the routing of telecommunication traffic to its network that affect the networks of other network operators (see paragraph 4 of this section),
- faults or damage due to an unscheduled increase in the traffic volume of a number,
- faults or damage (including loss of profit) due to temporary network overload at peak times.

(3) In the event of faults due to force majeure, Multiconnect is released from its obligation to perform insofar as performance is not possible or is made considerably more difficult. Multiconnect may postpone the fulfilment of its obligations for the duration of the hindrance and for an appropriate start-up period. Force majeure within the meaning of these GTC BCS includes events that are beyond the control of Multiconnect and cannot be foreseen and averted by Multiconnect (in good time), such as civil unrest, terrorist attacks, pandemics, natural disasters or strikes - including at other network operators.

(4) Due to the framework conditions of telecommunications, Multiconnect assumes no guarantee for the general or unrestricted accessibility of numbers from all or specific communication networks, in particular from abroad. If the number assigned to the service cannot be reached from a foreign network without a cause in the public telecommunications network in which the number is set up or switched by Multiconnect, there is no disruption to the agreed service and therefore no defect in Multiconnect's services.

(5) Multiconnect and its contractual partners are also not liable for the cancellation of customer receivables for provider remuneration, regardless of the reason. This expressly includes billing and/or collection prohibitions by the regulatory authority. The risk of bad debt losses, chargebacks and debt collection is borne solely by the customer. Multiconnect's claims remain unaffected by this.

7.3 Special liability rules for the customer

(1) The customer shall be liable in accordance with section 7.1 for all damage caused by its use of the services of Multiconnect - in particular for damage due to disconnection orders, billing and collection prohibitions or other official measures.

(2) Upon first request, the customer shall indemnify Multiconnect against all third-party claims that are raised due to unlawful, improper or non-contractual behaviour on the part of the customer. The customer shall reimburse Multiconnect for all costs incurred by Multiconnect as a result, including reasonable costs for legal prosecution and defence, which Multiconnect shall bear at its own discretion. The customer shall also support Multiconnect in this.

(3) The customer is liable for his agents who violate the agreements of this service contract to the same extent as he is liable to Multiconnect.

8 Code of Conduct

8.1 Confidentiality

(1) The business partners shall treat all information about the business or the person of the other business partner received

within the scope of this contractual relationship as confidential ("confidential information"), in particular business and trade secrets. The same applies to the contents of the contractual relationship.

(2) Confidential information must be adequately protected against unauthorised access by third parties.

(3) Confidential information may only be passed on to employees or assistants who need it in connection with this contractual relationship or to comply with legal regulations. These persons must be informed of the confidentiality and obliged to maintain confidentiality.

(4) No obligation of confidentiality applies to information that is generally known, was known to the business partner prior to the conclusion of the contract without an obligation of confidentiality, was lawfully obtained from third parties without an obligation of confidentiality, was demonstrably developed independently or was released for publication in text form.

(5) The duty of confidentiality does not apply if a business partner is legally obliged or authorised to disclose confidential information or if this is necessary to enforce claims arising from this contractual relationship.

(6) The confidentiality obligation applies until the end of the third year after termination of the contractual relationship.

8.2 Telecommunications secrecy and data protection

(1) Multiconnect protects the secrecy of telecommunications.

(2) For services subject to the German Telecommunications Act (TKG) and its ancillary laws, Multiconnect is responsible to the customer for the protection of personal data in accordance with the GDPR.

(3) Multiconnect takes appropriate technical and organisational measures to protect personal data and obliges its employees and assistants to maintain telecommunications secrecy and data protection if they have access to the relevant information. The data protection declaration for Multiconnect's services can be viewed at www.multiconnect.de/agb.

(4) The customer shall support Multiconnect in the fulfilment of its data protection obligations to the extent necessary.

(5) To fulfil the contract, Multiconnect may use the customer's data to or its customer and also transmit these to third parties insofar as this is necessary for billing, collection, rectification of technical faults or combating abuse.

(6) Multiconnect may disclose the customer's (or their customer's) inventory data to third parties if Multiconnect or a third party has an overriding legitimate interest, e.g. the disclosure of the customer's contact data as a value-added service provider in the event of questions or complaints about a value-added number or the disclosure in individual cases to prosecute a proven or credible violation of the law. Disclosure shall take place in compliance with data protection regulations. The customer will be informed of this, if relevant.

(7) The release of data to fulfil legal obligations or to protect the vital interests of a natural person remains unaffected. The customer will be informed of this to the extent permitted by law.

(8) An order processing agreement can be concluded for Multiconnect services where the customer is responsible for the protection of personal data in accordance with the GDPR.

(9) In the case of services provided by foreign network operators, the law applicable there (also) is decisive for the handling of data or the secrecy of communications.

8.3 Mindestlohngesetz

Multiconnect complies with the requirements of the German Minimum Wage Act (Mindestlohngesetz).

9 Block

(1) Multiconnect may refuse to provide services in whole or in part (block) if one of the following reasons applies:

- a) in the event of cancellation or other expiry of the contract;
- b) in the event of a blocking/switch-off order or a prohibition on collection and/or invoicing by the regulatory authority;
- c) in the event of late payment by the customer in the amount of at least € 100, -- or repeated non-payment if a deadline of one week set for remedial action has elapsed without success;
- d) in the event of a sharp increase in costs compared to the last six (6) billing periods, if there is reasonable suspicion that the customer would raise an objection to the costs otherwise incurred;
- e) if there is reasonable suspicion that the end user's connection is being misused or manipulated by third parties (§ 61 (5) of the German Telecommunications Act (TKG));
- f) in the event of number misuse (section 4.6.1 paragraph 5);
- g) in an emergency, if the protection of the network requires the immediate disconnection of the customer's terminal equipment and the user can be offered an alternative solution immediately and free of charge (§ 73 (6) of the German Telecommunications Act (TKG));
- h) or if a block is required or permitted for any other legal reason.

(2) The block is limited to the services concerned, unless there is an objective reason not to do so.

(3) The block may only be maintained for as long as the reason for the block persists.

(4) Multiconnect shall inform the customer of the block and the reasons for it - if possible in advance, otherwise immediately afterwards. This does not apply in the cases referred to in paragraph 1 a) and c) of this section.

(5) During the blocking period, usage-independent fees are still payable from the due date.

(6) Claims for damages by the customer, including loss of profit, are excluded.

10 Changes

10.1 Change in the framework conditions

(1) The provision of telecommunications services depends on the changing framework conditions of telecommunications. These include legal or regulatory requirements, technical standards, the state of the art and contractual relationships with other telecommunications network operators, in particular Telekom Deutschland GmbH. Multiconnect cannot bear this risk alone.

(2) If the framework conditions for telecommunications change in such a way that services can no longer be provided as agreed or at the same price, Multiconnect can demand that the contract be adjusted. If the adjustment is not made within a reasonable period of time and the continuation of the contract is unreasonable for Multiconnect, Multiconnect may terminate the contract extraordinarily with a notice period of one week, but at the earliest at the time

of the change in the general conditions.

(3) Multiconnect may make unilateral changes to the agreed services if these are

- are required by EU or national law,
- exclusively for the benefit of the customer are to be realised by improving the agreed services without impairing the quality or
- are of a purely administrative nature without negative effects for the customer (e.g. by renaming a service).

10.2 Price changes

(1) If the wholesale costs of the telecommunications services, infrastructure or hardware provided change, Multiconnect can pass these changes on to the customer in the prices for the corresponding services.

(2) Retroactive price changes are only permitted for the period in which legal, judicial or official requirements retroactively change regulated advance service costs.

(3) Multiconnect may increase the contractually agreed prices in accordance with §§ 315 et seq. of the German Civil Code (BGB) as far as the internal costs relevant for the price calculation change. These include

- grid-related costs (grid provision, grid utilisation, grid operation, including technology, grid access and grid costs) interconnections, technical service),
- costs for customer administration (customer service, billing, IT systems),
- service and personnel costs,
- other overheads (administration, energy, rent, IT infrastructure),
- legal and regulatory burdens arising from the fulfilment of legal requirements or official measures, or regulations arise.

10.3 Announcement and effectiveness

10.3.1 Modification of telecommunications services

(1) If Multiconnect unilaterally changes the contractual conditions for agreed publicly accessible services on the basis of a reservation of amendment, the telecommunications services, the customer may terminate the affected contract or part of the contract (provided the remaining part is not dependent on it) at no cost and without notice.

(2) The customer has no right of cancellation if the changes:

- a) are exclusively in his favour,
- b) are of a purely administrative nature and have no negative impact on him or
- c) are required by EU or national law.

(3) The customer shall be informed clearly and comprehensibly on a durable medium at least one month, but no more than two

(2) months, before the change comes into effect about the content of the change and his right of cancellation.

(4) The cancellation notice must be received by Multiconnect within three (3) months of receipt of the contract change notification in order to be effective. The contract ends at the earliest on the date on which the change takes effect.

10.3.2 Change of other benefits

If Multiconnect unilaterally changes the contractual conditions for other services on the basis of a reservation of the right to make changes, section 10.3.1 with the following modifications:

(1) The notification of change shall be made in writing at least one month before the change comes into effect.

(2) The declaration of cancellation requires the same form as the

contract offer.

(3) Cancellation can also be made by e-mail or fax to the customer's contact details on file with Multiconnect.

10.4 Changes by contract

The above provisions on unilateral changes shall not affect contractual changes. The acceptance of an offered contract amendment can also be made by conclusive behaviour on the part of the customer if the customer continues to use the services provided from the time of the amendment.

11 Contract duration and cancellation

(1) If no minimum term has been agreed, the contract is open-ended and can be cancelled with two (2) weeks' notice to the end of the month.

(2) If a minimum term has been agreed, the service contract can be cancelled for the first time at the end of the minimum term. The cancellation must be received by the other business partner at least two (2) weeks before the end of the minimum term. If no notice of cancellation is given, the contractual relationship is converted into an open-ended contractual relationship after expiry of the minimum term.

(3) The cancellation must be in writing.

(4) The right to terminate for good cause remains unaffected.

Good cause for termination without notice exists in particular if:

- a) a business partner is insolvent, is threatened with over-indebtedness or has applied for the opening of composition or insolvency proceedings or insolvency proceedings have been rejected due to lack of assets;
- b) the customer has owed Multiconnect a remuneration of at least EUR 100 for two (2) consecutive months;
- c) the customer has owed an amount due for more than two (2) months that is at least twice the average monthly salary for the previous six (6) months;
- d) the customer has not provided the required security by the deadline.
- e) the business partner violates contractual obligations or legal provisions despite a warning, in particular in the event of a violation of consumer protection regulations when using the service, § 314 of the German Civil Code (BGB) remains unaffected;
- f) the customer violates criminal regulations in connection with the service provided by Multiconnect or if there is urgent suspicion of an offence in this regard.

12 Final provisions

(1) The contract contains all agreements on the subject matter of the contract. There are no verbal collateral agreements.

(2) Changes to the contractual relationship must be made in writing. This also applies to the cancellation of the written form requirement.

(3) Special terms and conditions of Multiconnect take precedence over these General Terms and Conditions. Individual agreements always take precedence over terms and conditions (§ 305b German Civil Code (BGB)).

(4) The assignment of claims to third parties is only effective with Multiconnect's written consent.

(5) Multiconnect may transfer rights and obligations under this

contract to another provider or network operator for compelling reasons. However, it must take into account the customer's legitimate interests.

(6) If an agreement of the contract is invalid or unenforceable, the remaining agreements shall remain valid. The business partners shall immediately reach a new agreement that comes closest to the economic purpose of the original provision. This also applies to unintended loopholes.

(7) The law of the Federal Republic of Germany (BRD) shall apply. The UN Convention on Contracts for the International Sale of Goods and the provisions of international private law shall not apply.

(8) The place of fulfilment of the customer's payment obligations is Munich in Bavaria.

(9) The place of jurisdiction is Munich in Bavaria if there is freedom of choice of location.