

# General terms and conditions of Multiconnect GmbH for services for service providers

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*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.*

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## 1. Scope and basic concepts

1.1 Multiconnect GmbH (hereinafter: Multiconnect) is a telecommunications network operator providing telecommunications services and related services.

1.2 Its services for service numbers and other services for service providers are regulated by these general terms and conditions (GTC).

1.3 The *service numbers* in the sense of the GTC include

- service call numbers, for example starting with 0137, 0180, 0700, 0800, 0900 and 118xy,
- subscriber numbers (geographic call numbers, national subscriber numbers, mobile call numbers), which are used as service call numbers,
- as well as other numbers (e.g. speed-dial numbers) or identifiers (e.g. keywords) that are used for service purposes.

1.4 The service numbers in these GTC are divided into two classes according to the method of invoice settlement:

- Service numbers, which are invoiced in so-called *online billing* (source network tariffed), for example, numbers beginning with 0137, 0180, 0700 or 0800 or subscriber numbers;
- and service numbers, which are invoiced in so-called *offline billing* (tariffed according to the destination network), for example, numbers beginning with 0900 or 118xy.

Insofar as this classification results in different contractual treatment, the numbers are expressly referred to as numbers billed online or numbers billed offline.

1.5. The term "*network operator*" means both the operator of the physical telecommunication network and the subscriber's contractual partner for services. Network operator in the sense of the GTC can thus also be a service provider, which is the contractual partner of the subscriber for services of a telecommunication network, without operating the physical network itself.

## 2. Conclusion of the service agreement

2.1 A service agreement between Multiconnect and the Client is concluded by Multiconnect making the Client a written contractual offer for the provision of a specific service and the Client accepting the offer. The Client accepts the offer by giving Multiconnect in writing the order for the provision of the offered service.

2.2 The contractual offer may include a period of validity. Offers by Multiconnect, which are designated as non-binding or free-standing, are not contractual offers.

2.3 Transmission can also be made by fax or by email using a non-modifiable file in the format PDF.

2.4 The service agreement is subject to the condition precedent that the Client has provided all the necessary preconditions for this purpose, especially by submitting necessary documents (e.g. allocation notice, porting order, etc.).

2.5 For service numbers billed offline, the conclusion of the service agreement is subject to the condition precedent of the separate conclusion of an associated collection and/or billing agreement between the Client and Multiconnect. If such an agreement ends or loses its validity, the service agreement ends at the same time.

2.6 A separate service agreement will be legally concluded for each individual service, even if several services are offered or commissioned in the same document.

2.7 Multiconnect is entitled to check the creditworthiness of the Client. For this purpose, information about the Client can be obtained from the SCHUFA, other economic agencies like Bürgel or credit insurers, etc. regarding creditworthiness. The Client agrees to this. The name and address of the companies will be provided on request.

2.8 The conclusion of the service agreement may be subject to the condition precedent of the granting of a debit authorisation, an advance payment, or the provision of collateral security. Collateral security may also be required to continue the service agreement provided that there are reasonable doubts as to the creditworthiness of the Client. The provisions on collateral security can be found in 9.3.

2.9 Upon receipt of the order (at normal business hours), Multiconnect will have an adequate time to implement the contracted service, provided that the Client has fulfilled all the requirements for the execution of the service that are within its sphere of influence. Dates and deadlines for services are only binding if they have been agreed in writing by Multiconnect. Implementation is carried out by connection of the commissioned service and may be announced by an order confirmation (by email or fax).

## 3. Implementation and operation of a service number

3.1 Service provided by Multiconnect:

The contractual scope of the services of Multiconnect is determined by the agreements made and, if applicable, from the

service descriptions in the respective current version.  
Multiconnect is entitled to provide services through third parties.

### 3.2 Use and assignment of a service number:

a) The service of the Client is assigned a number (telephone number or other number) under which the service can be accessed or used by an end user via telecommunication (service number, see 1.3).

b) If the service number is a service call number, it must previously be allocated to the Client (or Multiconnect in some cases) by the Federal Network Agency for Electricity, Gas, Telecommunications, Post and Rail (BNetzA) according to the allocation rules. The scope of the service agreement does not include the allocation of a service call number by the BNetzA to the Client nor the application for the allocation.

c) Multiconnect points out that the allocation rules of the BNetzA, which apply to the number concerned and based on which the number is used, are provisional in nature, and therefore changes in the number and its usability cannot be excluded.

d) If the service call number has been assigned to the Client by the BNetzA, the Client shall provide a copy of the allocation certificate with the order.

e) The Client shall inform Multiconnect immediately in writing if the usage authorisation of his service call number changes, e.g. the allocation is cancelled by the BNetzA or in case the service call number is returned to the BNetzA.

### 3.3 Porting request for the service number:

If the service number is routed to another network operator, the Client must issue a porting request which authorises Multiconnect to communicate the termination of the number and to port the number into its network and to route it in its network in the future. The Client must include the porting request with the order.

### 3.4 Use of the service number:

a) Upon request, the Client shall create a service description (usage profile) for Multiconnect that includes the scope and content of the services that the Client would like to offer as service via the service number.

b) If the Client wishes to make temporary or permanent substantial changes to the extent or the content of its service number, for example due to increased advertising measures, the Client must inform Multiconnect immediately in advance.

c) The Client shall use the service number exclusively for its own purposes or for its contractual partners (if permitted by law). A fee-based transfer, especially a resale to third parties, requires the prior written consent of Multiconnect. Third parties within the meaning of this provision are also affiliated companies of the Client pursuant to §§ 15 et seq. Aktiengesetz (German Stock Corporation Act).

### 3.5 Destination connection of a service number:

a) If the Multiconnect service includes forwarding to a destination number that the Client specifies, the Client must ensure that the owner of the destination number agrees.

b) Any desired subscriber number or free German service call number can be used as a destination number. Foreign or paid German service call numbers may not be used for example.

c) The Client shall also ensure that the capacities it makes available at the destination connections are suitable for adequately receiving the expected call volumes.

d) The Client shall also ensure that at least 40% of the generated calls are queried at the destination connections during the service-number usage on a weekly basis. If this requirement is not met,

Multiconnect is authorised to limit the number of simultaneous call attempts or to switch calls to a notification announcement.

d) The change of the network operator for the destination connection must be communicated immediately to Multiconnect.

### 3.6 Client password:

The Client needs a client password to use certain administrative add-ons from Multiconnect. The Client is obliged to keep the password secret and to change it immediately (or if it is not possible for it to do so, it must allow the password to be changed by Multiconnect), if the Client becomes aware or suspects that unauthorised third parties have gained knowledge of the password. The Client shall also pay the fees that have been incurred through authorised or unauthorised use of the Multiconnect services by third parties to the extent that the Client is responsible for the use. This applies in particular when the personal client password is used by unauthorised third parties. The Client is responsible for proving that it is not responsible for the use of the password.

### 3.7 Network usage:

The Client is obligated to comply with all relevant terms and conditions of the respective provider or operator for the use of the network and the services made available as well as the relevant legal and official regulations – in particular, to connect only approved devices to the network.

3.8 For foreign service numbers, different regulations in part apply; see 15.

## 4. Changes

### 4.1 Service changes:

a) The Client is aware that telecommunication services are subject to changes due to new technical developments or legal, judicial or official regulations (framework conditions). In addition, changes may also result from contractual relations with other network operators, in particular Deutsche Telekom or mobile-network operators. The contractual parties agree that the risk of changes to these framework conditions is not the responsibility of Multiconnect alone. Multiconnect is therefore entitled to adapt its services for the Client according to the respective telecommunication framework conditions.

b) Independently of this, Multiconnect may change the underlying technical or operational requirements if the change results in an improvement in the agreed services and such services are not impaired.

### 4.2 Price changes:

a) If connection fees change, which Multiconnect has to pay, Multiconnect may forward these change in connection fees to the customer. The connection fees may be adjusted by Multiconnect with a notice period of two weeks with effect for the future. The period begins with receipt of the price change notice by the Client. The Client is advised that an explicit acceptance of the change is not required, but that the further use of the services of Multiconnect upon expiration of the deadline is regarded as acceptance of the price change through conclusive behaviour.

b) Multiconnect is further entitled to adjust the prices to be paid on the basis of this contract in its reasonable discretion in accordance with § 315 BGB of the development of the total costs, which are decisive for the price calculation. The total costs consist in particular of costs for network provision, network usage and network operation (e.g. for technology, network access and network interconnections, technical service), costs for

customer administration (e.g. for customer service, billing and IT systems), Service and personnel costs and other overheads (e.g. for administration, energy, rent, IT systems) as well as governmental or administrative fees, for example by the BNetzA. For price changes, the rules under a) apply accordingly.

c) Multiconnect can make retroactive changes of the charges only if the underlying regulated charges (for example, connection prices) are retroactively modified by a court or by the BNetzA, especially with effect on the charge amount. The charges affected thereby may be adjusted accordingly only for the period of the retroactive effect.

#### 4.3 Changes to the GTC:

Multiconnect may change its terms and conditions, which apply to the service contract, if a change is necessary due to a changed legal situation or changed general conditions for telecommunications. It may also make changes insofar as the changes do not affect the Client. If the Client does not object within one month after receipt of the amended GTC, they are deemed approved. Multiconnect shall indicate this consequence to the Client especially at the beginning of the deadline. If the Client responds in writing within the deadline, the old terms and conditions continue to apply. However, Multiconnect may terminate the service agreement extraordinarily on this basis with a notice period of one week.

#### 4.4 Notification of change:

The change must be communicated in writing. It can also be sent by email or fax to the Client's contact data stored at Multiconnect.

### 5. Legality of the Client's services

5.1 The Client is obligated to maintain the legality of its services (offer, provision, technical implementation, content, etc.) within the framework of the service agreement.

5.2 Legality of services means that the services of the Client do not violate the law or violate the rights of third parties.

The services may not be immoral, punishable or otherwise unlawful.

- The regulations on consumer protection, in particular §§ 66a et seq. TKG (Telekommunikationsgesetz = German Telecommunication Act), must be complied with.
- The services do not violate copyright, performance rights or other rights of third parties and the Client is allowed to offer them via Multiconnect on the market.

5.3 Legality in the sense of these general terms and conditions also means that the Client shall not damage the reputation of Multiconnect by its services.

5.4 The Client is solely responsible for the legality of its services – Multiconnect has no responsibility for this and is not liable for this.

5.5 The Client shall be liable to Multiconnect for ensuring that its contractual partner upholds the obligation to legality and does not violate it. The Client must indicate these obligations. This also applies to any transfer of use to third parties.

5.6 According to § 45o TKG, Multiconnect explicitly points out that the sending and transmission of information, property or other services is legally prohibited under certain circumstances. If Multiconnect has certain knowledge of the fact that a number set up in its telecommunications network is used in contravention of legal prohibitions, Multiconnect is legally obliged pursuant to § 45o TKG to take immediate measures to prevent a repetition. In

the case of repeated or serious violations of legal prohibitions, Multiconnect is legally obliged under § 45o TKG to block the number with provision after an unsuccessful notice with short deadline.

### 6. Other obligations of the Client

#### 6.1 Changes on the part of the Client:

The Client is obligated to provide notification in writing without delay (if necessary by an authorised representative) of changes in its circumstances that are important for the contractual relationship. These include:

- the name or legal form
- the legal representative
- the place of business
- the address, invoice address, email address
- the bank account

as well as fundamental changes in financial circumstances, for example, application for or opening of insolvency proceedings or foreclosure.

#### 6.2 Third parties on the part of the Client:

The Client shall ensure that its obligations are also complied with by its performing and vicarious agents and by its contractual partners.

#### 6.3 Claims of third parties:

The Client shall indemnify Multiconnect internally at first request from all claims of third parties that are asserted against Multiconnect due to violation of their rights by unlawful or abusive behaviour on the part of the Client. The same applies if the claim is asserted due to a breach of the contractual obligations by the Client. In such cases, the Client shall reimburse Multiconnect for all costs arising therefrom, including, in particular, the costs of legal defence and prosecution, which are at the sole discretion of Multiconnect. The Client shall support Multiconnect in these matters. The Client is also liable to Multiconnect for its contractual partners to the same extent.

### 7. Provider remuneration for service numbers

7.1 The Client is in principle entitled to the agreed provider remuneration for the substantive provision of its services.

7.2 The amount of the provider remuneration depends on the agreed conditions, for example, in the form of price lists.

#### 7.3 Invoice settlement of the provider remuneration:

a) Multiconnect settles the provider remuneration once a month with the Client. The settlement of the provider remuneration follows this process:

- The individual provider remunerations are distributed to the Client.
- The distribution is offset with the receivables of Multiconnect against the Client (see 8.2).
- The distribution is also offset against the balance of outstanding receivables. This balance is calculated from the claims of provider remuneration (for example, in the case of chargebacks by the network operators against Multiconnect in the case of service numbers billed offline as "outstanding receivables"), as well as the recovery results of Multiconnect (minus its share in results).

b) Multiconnect shall issue a credit note to the Client provided that the settlement results in a positive balance from the Client's point of view. This credit is in principle paid to the Client. If the settlement shows a negative balance from the Client's point of view, Multiconnect shall charge the Client for the balance.

c) The provider remuneration and all other invoice items are stated net, plus the respectively valid statutory value-added tax.

#### 7.4 Basis of distribution:

a) The distribution of the provider remuneration to the Client requires that corresponding money has already been received at Multiconnect; As a rule, this occurs for German service numbers within a period of at least six weeks after the end of the month of performance.

b) Multiconnect invoices service numbers billed online directly in its own name or via its interconnection partners to the network operator of the subscriber. The network operator then invoices the subscriber who has used the Client's service for the charges due in this regard in its own name. These receivables are to be found on the invoice in which the network operator charges the subscriber for its services. The network operator takes care of the collection and recovery and pays the provider remuneration to Multiconnect (if necessary via its interconnection partners) irrespective of this.

c) Multiconnect will collect charges for service numbers billed offline in its own name for the network operators participating in the F&I procedure. An F&I agreement (invoicing and collection agreement) regulates the invoicing and collection for third-party services between a carrier network operator and a subscriber network operator. The network operator of the subscriber calculates the fee on its behalf for the subscriber in the name of Multiconnect and recovers only the initial payment of the receivable.

d) The Client agrees that Multiconnect will collect the provider remuneration in its own name at the expense of the Client against the network operator of the subscriber.

#### 7.5 Recovery:

a) Each distribution shall be subject to the condition that Multiconnect may have effective and definitive control over the corresponding provider remuneration of the network operator of the subscriber. That means that every distribution is therefore subject to recovery, for example for service numbers billed offline due to revocation or chargeback through the network operators participating in the F&I procedure. A debit and collection prohibition of the BNetzA may also include a recovery for online- or offline-billed service numbers.

b) There may be a chargeback up to the time of the limitation period if a network operator of Multiconnect reports a receivable as an "outstanding receivable" and subsequently charges it back.

c) The chargeback of distributions already made will be charged in full to the Client's next statement. Multiconnect is entitled to charge the Client for chargebacks even after the end of the service agreement.

#### 7.6 Complaint and collection:

a) In the case of service numbers billed offline, Multiconnect carries out the processing of the complaints, as well as the execution of the dunning procedure and the judicial procedure. The Client issues a corresponding general authorisation for this purpose at the conclusion of the agreement.

b) The Client agrees to assign its claim to receivables in individual cases to Multiconnect for recovery purposes, if this is likely to facilitate the collection.

c) Telephone and written complaints are processed during normal business hours, currently from Monday to Friday from 09:00 to 17:00. Complaints within the meaning of these general terms and conditions include, in addition to objections, in particular

questions concerning the billing procedure, general questions concerning the construction of the invoice and the amount of the invoice as well as inquiries and complaints regarding reminders.

d) Multiconnect may charge a lump sum of EUR 12.80 (net), per complaint of an end customer for each complaint that is manually processed, for processing and administrative expenses. The lump sums are charged monthly with the relevant billing.

e) If complaints are processed for Multiconnect's service numbers that are billed online, it may charge the Client the same lump sum for this.

#### 7.7 Provider remuneration in case of illegality:

a) The payment of the provider remuneration may be withheld in full or in part if a criminal investigation by the police or the public prosecutor's office, for example for fraud, has been initiated against the Client or its contractual partner in connection with this service agreement. The retained provider remuneration will be paid to the Client after completion of the criminal proceedings, provided that no unlawful act was found. The provider remuneration will be managed in a non-interest-bearing trusteeship until notice of the conclusion of the proceedings. The Client is obliged to notify Multiconnect without delay of the conclusion of the proceedings. The Client shall bear the costs thereby incurred by Multiconnect. The costs can be offset with the retained provider remuneration without the need for a separate declaration of offsetting.

b) If there is reasonable suspicion that the Client or its contractual partner has generated call volumes in violation of contractual or legal provisions (possibly with the cooperation of third parties or with the intention of achieving distributions), the payment may also be withheld. In this case, the dispersed provider remuneration can also be revoked and reclaimed.

## 8. Multiconnect receivables

8.1 Multiconnect shall receive the agreed remuneration for the services it provides to the Client. The remuneration is based on the price list included in the service agreement or contained in the service agreement or an individual written agreement between Multiconnect and the Client. Benefits and remunerations are stated net, plus the applicable statutory value-added tax. If no remuneration has been agreed for a service, Multiconnect calculates the remuneration at equitable discretion (§§ 315, 316 BGB (Bürgerliches Gesetzbuch = German civil law code)).

#### 8.2 Billing:

a) The services of Multiconnect are generally billed once a month. If the service agreement for a service number has been concluded, the billing is usually done in connection with the settlement of the provider remuneration (see 7.3).

b) Connection charges shall be calculated on the basis of traffic data recorded by Multiconnect. Other data sources, in particular data collected by the Client itself, are irrelevant for the calculation. 15.3 applies for foreign service numbers.

c) Multiconnect invoices Multiconnect receivables without separate declaration of offsetting of the provider remunerations that are due to the Client.

d) If, in a billing month, the Client's provider remunerations are less than the Multiconnect receivables against the Client, Multiconnect will invoice the Client for the amount resulting from the offsetting of the provider remunerations.

#### 8.3 Loss of provider remuneration for service numbers:

a) The claim of Multiconnect against the Client for remuneration

for services provided is not dependent on whether the Client's receivables for use of its service are met. This means that the Client will also have to pay Multiconnect for services rendered even if the Client is not paid for the use of its services, irrespective of whether the non-collectability of the receivable is due to its nullity, lack of payment, lack of ability to pay or other reasons, especially fraudulent activities.

b) Multiconnect is entitled with respect to the Client to oppose the objections of other network operators, the Multiconnect interconnection partners or the end user.

c) Multiconnect (and the contractual parties through whom it collects the provider remuneration) shall not be liable for the failure of the Client's claim to receivables for any reason whatsoever. This also explicitly includes billing and collection prohibitions by the Federal Network Agency. The Client is solely responsible for the risk of default, chargeback and collection.

d) The Client shall reimburse Multiconnect for the damages caused by a disconnection order or by a billing or collection prohibition by the Federal Network Agency. This includes, in particular, the costs charged to it for the implementation of the order by interconnection partners and partners in F&I procedures.

d) In order to cover the risk of loss of receivables, in particular due to the risk of chargeback, Multiconnect can only pay a partial payment (for the provider remuneration) to the Client while retaining the remaining part for security.

f) Provider remunerations may be withheld until the final recovery with regard to the Multiconnect interconnection partner, in the event that the volume of remuneration increases to a very high degree and the suspicion is present that the end user does not pay remuneration for services rendered in full or not in due time. Multiconnect shall inform the Client of this in good time.

#### 8.4 Terms of payment:

a) All Multiconnect receivables shall become due and payable upon receipt of the invoice.

b) In principle, the date of the receipt of the credit note on the account of Multiconnect is decisive for the timeliness of the payment.

c) Invoiced receivables shall be collected by Multiconnect from the account of the Client by means of a direct debit. The Client shall provide Multiconnect with a SEPA direct debit mandate. The direct debit shall be carried out on the due date of the invoice. If the customer revokes his SEPA direct debit mandate, Multiconnect may charge him an appropriate fee for the additional workload on a monthly basis.

d) If a chargeback occurs for a debit, which Multiconnect is not responsible for, Multiconnect may charge the Client for the chargeback fees assessed by the credit institution. The assertion of further damage shall remain unaffected by this. In addition, Multiconnect may also require the payment of a processing fee of EUR 8 for this purpose.

e) The Client shall reimburse the costs arising from the non-payment of a check if Multiconnect is not responsible for this.

f) Any complaints about invoices shall be made in writing. The Client must do so for reasons of economy within four weeks. The maximum complaint period is eight weeks after receipt of the invoice. The due date of the invoice is not hereby affected. If the invoice is not objected to, it shall be deemed approved after expiry of the complaint period. Multiconnect shall indicate this consequence to the Client on the invoice in particular.

g) After the expiry of the complaint period, legal claims of the Client shall remain unaffected in the case of justified complaints,

if an examination by Multiconnect is still possible for reasons of data protection law. An examination is not possible if the traffic data underlying the invoice has been deleted due to legal obligations. If the data is deleted, Multiconnect is exempted from the obligation to prove the correctness of the invoiced fee.

#### 8.5 Delay:

a) The Client shall be in payment delay without a reminder if it fails to pay for a Multiconnect receivable which has been billed to it within 30 days of receipt of the invoice. An earlier delay is possible at the end of the payment period, which was set for the Client on the basis of a reminder.

b) The amount of interest on delayed payment is determined according to § 288 BGB.

c) Multiconnect reserves the right to assert further claims or to exercise other rights from the TKG due to a delay in payment, for example, a block pursuant to § 45k TKG (see 10.1).

8.6 Insofar as this is necessary to safeguard the legitimate interests of Multiconnect or the general public, and the protectable interests of the Client are not violated, Multiconnect is entitled, in compliance with the relevant data protection regulations, to forward data to the SCHUFA and/or credit bureaus like Bürgel due to non-contractual processing (for example, in the case of an order to pay in the case of an indefinite receivable, enforcement order, or levy of execution). The Client may obtain information from the SCHUFA company or economic agency concerned regarding the stored data concerning the Client.

## 9. Additional provisions for receivables

### 9.1 Value added tax:

If, in the case of service numbers billed offline, the input tax deduction of the Client is not permitted within the scope of the settlement of the provider remuneration, or if the input tax deduction of Multiconnect is refused to the invoicing partners within the scope of the invoice, the Client is required to reimburse the VAT amounts paid to it - plus accrued interest of 6% per year (§ 238 AO (Abgabenordnung = German tax code)).

### 9.2 Offsetting, retention, assignment:

a) The Client can only offset receivables that Multiconnect has not denied, has acknowledged, or that have been legally established.

b) The Client can only claim a right of retention on the basis of a claim arising from this contractual relationship.

c) The assignment of receivables to third parties is only valid with the written consent of Multiconnect.

d) Multiconnect is entitled to assign its claims against the Client or from this contractual relationship.

### 9.3 Security provision:

a) In order to protect against possible payment losses, Multiconnect may require the customer to provide adequate security in the following cases:

- to conclude a service agreement (see 2.8),
- if the Client has not paid an invoice in due time,
- if a breach of payment has led to a block (see 10.1), which is not more than twelve months old,
- in the event of imminent, requested or opened judicial settlement or insolvency proceedings,
- in the case of court enforcement
- or other justified doubts about the creditworthiness of the Client (see 2.7).

b) The security may be furnished in cash, by depositing to the

account of Multiconnect, or as an indefinite absolute suretyship by a credit institution authorised in the European Union, on the first request, under waiver of benefit of discussion, or may be any other security accepted by Multiconnect in the individual case.

c) The amount of the average invoiced amount of the last three regular invoices is deemed to be appropriate after conclusion of the agreement.

d) The security is not interest-bearing.

d) The security must be provided within a period of two weeks. If the Client fails to meet the deadline, Multiconnect shall have the right to terminate the service agreement without notice after the expiry of a reasonable period of grace of at least two weeks. The Client has to pay for the services used up to this point in time. Multiconnect reserves the right to exercise further rights.

f) Multiconnect shall satisfy its claim to receivables against the Client from the security if the Client did not settle the invoiced receivable, despite the due date and demand for payment with a deadline, following the expiry of this deadline.

g) The security is returned after the termination of the agreement, if the security has not been claimed and Multiconnect no longer has any claims from the service agreement.

## 10. Suspension

10.1 Multiconnect may refuse all or part of the services to be rendered to the Client (suspension)

- due to the misuse of numbers (see 5.6) or in the case of a disconnection order of the BNetzA
- due to default of payment in accordance with § 45k (2) TKG, if the Client is in arrears with at least EUR 75 and the Client was threatened with the suspension at least two weeks in advance with reference to the possibility of seeking legal protection before the courts
- due to termination as soon as the termination of the service agreement is effective - which in case of termination without notice (see 14.6) is the date of receipt of the notice of termination
- due to sudden increases in costs without notice and observance of a waiting period, if, due to an increase in the volume of calls, which is particularly marked in comparison with the previous six billing periods, the amount of the claim for remuneration also increases and facts justify the assumption that the Client will object to this claim for remuneration
- in the event of an emergency, without notice and observance of a waiting period, if the protection of the network requires the immediate disconnection of a Client's device and the Client can be offered an alternative solution without charge (§ 11 (6) FTEG (Gesetz über Funkanlagen & Telekommunikationsendeinrichtungen = Radio & Telecommunications Terminal Equipment Act))
- or if another legal regulation or order permits or requires this

10.2 In case of a suspension without notice and observance of a waiting period, Multiconnect shall inform the Client immediately about suspension and the reason for suspension.

10.3 The suspension shall be limited to certain services, as far as is technically possible and reasonably practicable. It is only maintained for as long as the reason for the block continues.

10.4 Suspension of end users:

Multiconnect may, for the purpose of protection or protecting the Client (or its contractual partner), permanently or temporarily suspend certain end users, in whole or in part, within the framework of the legal provisions in such a way that they cannot avail themselves of the Multiconnect services if there are justified

indications that the end user will either make illegal calls or will not pay any arising usage charges. Such indications are present, for example, in the case of an abruptly increasing usage volume, delays in arrears, a known delay of payment, or the lack of a direct debiting agreement with the network operator of the end user.

10.5 Even during the suspension, the Client shall be obliged to pay any basic or other charges incurred.

10.6 Any claims for damages or other claims on the part of the Client, for example loss of profit, shall be excluded to the extent legally permissible.

## 11. Performance standard and faults

11.1 Performance standard:

Multiconnect shall provide the contractually agreed services within the scope of its technical and operational possibilities. There is no obligation to provide state-of-the-art technology or a technical or operational condition which the Client deems to be preferable.

11.2 Network availability:

The average network or service availability is an average of 97.5% per year, unless otherwise agreed by a Service Level Agreement (SLA). Times where planned activities (for example, maintenance work) take place are not deducted from network availability.

11.3 Accessibility of service numbers and other services:

a) As a result of the regulatory framework, Multiconnect cannot guarantee that all service numbers and other services from all subscriber or connection networks are fundamentally and unrestrictedly accessible. This applies particularly to the accessibility of telephone numbers from mobile networks or from abroad. This also applies to the permanent availability of selected optional services, especially when they are accessed via the internet. Non-availability for these reasons is not a fault or a shortage.

b) In the case of service numbers billed offline, availability and accountability from a subscriber network require that an invoicing and collection agreement (F&I) has been concluded between Multiconnect and the other network operator. Such agreements exist with Telekom Deutschland and some other network operators, which shall be named upon request. Anyone who does not participate in the F&I procedure as a network operator may, in accordance with the current regulatory provisions, not provide Multiconnect with any telecommunication traffic. In this case, Multiconnect does not have any suspension obligation; only the relevant network operator does. The Client has no claim that Multiconnect will conclude such agreements with another network operator in particular.

c) The Client is also not entitled to suspend the traffic from certain networks, be it complete, partial or for the individual case.

11.4 Remediation of faults:

a) Multiconnect is obligated to immediately remedy faults within the scope of the technical and operational possibilities.

b) Multiconnect has no influence on the availability and quality of networks or transmission paths of other providers through which the Multiconnect service is carried out and is not liable for this to the extent in principle.

c) The Client is obligated to immediately notify Multiconnect of any defects, damages or other complaints (fault report).

- d) If necessary, the Client is obliged to cooperate in the remediation. The Client shall, in particular, grant Multiconnect access to its premises where the technology is affected by the fault. Downtime caused by the fact that the Client only partially complied, did not comply or incompletely complied with its obligation to cooperate shall not redound Multiconnect. Downtimes for this reason are not deducted from the network availability, and they are not encumbered by any agreed reaction time.
- e) If the Client is responsible for the malfunction of the network operation, Multiconnect is entitled to charge the costs arising from the rectification or elimination of the fault. This also applies to expenditures that are unnecessary. The same shall apply, provided that in the event of a fault there is no fault message from the Client and the Client is responsible for this.
- f) The removal of any faults in the Client's terminal equipment connected to the network or other equipment of Multiconnect is the responsibility of the Client.
- g) Claims of the Client due to the fault are limited to the scope of liability specified in clause 12.

## 12. Liability of Multiconnect

12.1 Multiconnect shall be liable within the scope of the legal regulations without limitation in case of intent, injury to body, life, health, for lack of guaranteed characteristics as well as according to the Product Liability Act and any other mandatory liability regulations.

12.2 Insofar as Multiconnect is obliged to compensate for unintentional damage caused by an end user, its liability is limited to the maximum rates set out in § 44a TKG. Currently, this is a maximum of EUR 12.500 per end user. If this liability for damages is caused by a single act or a single loss-causing event against several end users, the liability for compensation is limited to a maximum of EUR 10 million. If the compensation, which is due to multiple parties for the same event, exceeds the maximum limit, the compensation shall be reduced by the ratio in which the sum of all compensation claims stands to the maximum limit.

12.3 If Multiconnect negligently violates a contractual obligation that jeopardises the achievement of the purpose of the agreement (so-called cardinal obligation), its liability is limited to the foreseeable and typically contractual damages. Liability due to slight negligence is excluded for non-material contractual obligations that do not fall under 12.2. The exclusion of liability and the limitations on liability do not apply to gross negligence and the cases in 12.1.

12.4 Multiconnect is also not liable for:

- events resulting from force majeure (see 12.6);
- disturbances or damage to the provision of telecommunications services which occur within the network interconnection with other network operators in their networks,
- disturbances or damage resulting from an unscheduled increase in traffic volume
- malfunctions or damages (in particular loss of profit) due to overloading of the network at peak times.

12.5 The liability provisions also apply to legal representatives, employees, performing and vicarious agents of Multiconnect. The personal liability of the legal representatives and employees of the contractual parties is excluded, except in the case of intent.

12.6 Force majeure:

- a) In the case of events caused by force majeure, Multiconnect is exempted from the obligation to provide services as long as and insofar as the services are not possible or substantially impeded. In this case, Multiconnect is entitled to postpone the fulfilment of its obligations, namely according to the duration of the incapacity and a reasonable start-up period.
- b) An event as a result of force majeure within the meaning of these general terms and conditions constitutes an event that is independent of the will of Multiconnect and is neither foreseeable nor avoidable by it, for example, unrest, natural catastrophe, strike or power interruptions.
- c) Events resulting from force majeure within the meaning of these general terms and conditions shall also be disruptions in the telecommunications transmission routes of Multiconnect contractual parties (in particular the interconnection partners) and third parties required by Multiconnect to provide its services insofar as Multiconnect is not responsible for the event. Labour force measures in these companies also constitute force majeure.

## 13. Protection and data handling

13.1 General protection requirements:

a) The contractual parties shall comply with the legal regulations on data protection, which are anchored in particular in the General Data Protection Regulation (GDPR), the Bundesdatenschutzgesetz (BDSG = German Federal Data Protection Act), the Telekommunikationsgesetz (TKG = German Telecommunications Act), and, where applicable, in the (Telemediengesetz (TMG = German Telemedia Law).

b) They must inform their employees and assistants about the legal provisions on data protection when they commence their work and oblige them to comply with them in writing. This applies, in particular, with respect to compliance with data confidentiality (§ 53 BDSG) and telecommunications secrecy (§ 88 TKG).

13.2 Stock data:

a) Stock data of the Client (§ 3 no. 3 TKG) is only collected or used by Multiconnect, as required if legally permitted, legally ordered or permitted by the Client's consent. The same applies to the Client's contractual partners.

b) The Client's stock data may be used by Multiconnect for the purpose of establishing, fulfilling, amending or terminating the agreement. In addition to consulting, advertising for its offers and market research for its own purposes as well as for the appropriate design of the telecommunication services, insofar as it is needed for these purposes and the Client has given its consent to this (§ 95 (2) TKG).

c) If the Client is a value-added service provider, Multiconnect shall be entitled to provide appropriate information about the Client upon third-party inquiries, in particular name and address, as well as the responsible contact person in Germany and his/her telephone, fax number or another contact channel provided for this purpose. Multiconnect may also directly refer the third party to the Client.

d) In the case of a legal obligation to issue certain Client data, e.g. pursuant to § 66i TKG or §§ 111 et seq. TKG, Multiconnect shall comply with this obligation within the framework of the regulations.

13.3 Traffic data:

a) Traffic data, in particular the caller's or the called party's calling number, personal identification, card numbers, mobile

phone location identifications, the start and end of connections and the services used may be collected and used by Multiconnect.

b) The Client can request in written form to be communicated the stored data of the connections (with complete numbers or shortened to the last three digits) beginning from the next billing period. This is possible even in case of a lump sum agreement.

b) The Client consents that its traffic data be transmitted by the respective network operator to Multiconnect (and vice versa) for the purpose of the proper determination and settlement of invoices. The scope and content of the traffic data is governed by the provisions of the TKG.

c) The respective national law applies to the handling of the transmitted data in telecommunication systems of foreign network operators.

#### 13.4 Privacy protection data:

The Privacy Policy of our products is available on the Internet at [www.multiconnect.de/agb](http://www.multiconnect.de/agb)

#### 13.5 Confidentiality:

a) The contractual parties agree that all information and documents relating to technical and commercial matters, in particular also market and sales information, which are left to the other party, are to be treated confidentially and protected against unauthorised access by third parties. Confidential data and information may only be passed on to those employees who require them to carry out contractual work. The employees must be informed about the confidentiality of the data and information and the obligation to keep them confidential, and they must also be bound to confidentiality in accordance with this service agreement.

b) The contractual parties agree that the terms of the service agreement shall not be published or otherwise made available to third parties.

c) Even after the termination of the service agreement, the confidentiality provisions shall continue to apply for a period of twelve months from the date of the end of the agreement.

### 14. Contract duration and termination

14.1 The duration of the service agreement is unlimited, unless a minimum contract determination has been agreed.

14.2 In the case of agreement on a minimum duration, the service agreement for both contractual parties may be terminated for the first time at the end of the minimum duration. The notice of termination must be sent in writing to Multiconnect or to the Client at least two weeks before the expiry of the minimum duration term. If the contractual relationship is not terminated, it changes into an indefinite contractual relationship after expiry of the minimum duration.

14.3 The notice of termination shall be in writing.

14.4 The ordinary notice period for both contractual parties is two weeks at the end of the month.

14.5 The contractual parties shall have the right to extraordinary termination if good cause is present.

14.6 Good cause, which justifies termination without notice, is present if

- one of the contractual parties is insolvent, threatened with excessive debt, has requested the opening of settlement or insolvency proceedings on its assets, or the insolvency proceedings have been refused for lack of funds;
- the Client owes an already due fee for two consecutive months in the amount of at least EUR 75;

- or the Client is behind in a period lasting more than two months with an amount corresponding to the average monthly remuneration owed;
- the Client has not provided any required security according to clause 9.3 e);
- the Client, in spite of warning, repeatedly or severely violates its contractual or legal obligations, in particular against the provisions for the protection of consumers pursuant to §§ 61a et seq. TKG;
- or the Client violates the criminal code in the use of the services of Multiconnect or there is an urgent suspicion in this regard.

14.7 Good cause, which justifies an extraordinary termination by Multiconnect with a time limit of one week, is present

- if the Client objects to changes in performance (see 4.1 a)), changed prices (see 4.2) or modified general terms and conditions (see 4.3) of Multiconnect;
- if circumstances arise such that the billing or collection, which currently requires the F&I procedure for numbers billed offline, is no longer possible or is no longer possible at comparable costs and conditions (technically/economically) due to procedural alterations or procedural adjustment and Multiconnect is not able to realise billing or collection at comparable costs and conditions;
- if the outstanding receivables for numbers billed offline reported by the network operators in the F&I procedure for a billing period before additional payments, reminders and payments due to collection activities amount to more than 40% of the total sales.

### 15. Special provisions for foreign service numbers

15.1 The service agreement for a foreign service number has a minimum term of twelve months unless a longer or shorter term is mandatory. After expiry of the term, the agreement shall be extended by the same term if not previously terminated.

15.2 If the service agreement is properly terminated, the Client shall be responsible for basic charges incurred until the end of the term, irrespective of the date at which the service number was declared, and whether the service number is actually still being used or is usable.

15.3 The relevant basis for invoicing for a foreign service number is the invoice issued by the respective foreign operator of Multiconnect.

15.4 Payments are always made in the currency in which Multiconnect receives the fees paid by the foreign operator.

15.5 The Client is advised that the use of foreign service numbers may only be carried out in compliance with the legal and regulatory requirements of the respective country. The Client is responsible to comply with it.

15.6 In case of foreign service numbers in these GTR "BNetzA" is replaced by the respective national regulatory authorities for telecommunication, if there exists a comparable legal situation to Germany.

### 16. Final provisions

16.1 Individual verbal agreements do not exist. All agreements between the contractual parties concerning the contractual relationship require the written form.

16.2 Deviating or supplementary regulations in special terms and conditions take precedence over these general terms and

conditions. Agreements made in individual cases (individual agreements) take precedence over the terms and conditions of Multiconnect.

16.3 The terms and conditions of the Client, which may differ from these general terms and conditions, do not apply insofar as they differ. They do not apply to this extent even if Multiconnect does not expressly object to them.

16.4 The contractual parties shall comply with the statutory provisions on employee protection. In particular, Multiconnect as a contractor shall observe the minimum wage legislation.

16.5 Multiconnect reserves the right to transfer the rights and obligations arising from this contractual relationship to another service provider or network operator for compelling reasons, taking into account the Client's legitimate interests.

16.6 If a provision of the service agreement or the terms and conditions is invalid at the time of conclusion of the agreement or afterwards, in whole or in part, the validity of the remaining provisions shall remain unaffected. The same applies if a provision proves to be impracticable. The contractual parties shall immediately replace the invalid or impracticable provision with a provision which is closest to the economic purpose intended for the agreement. The same applies in the case of an unintended gap in the provisions.

16.7 The law of the Federal Republic of Germany shall apply to the contractual relations of the contractual parties. The UN Convention on Sales is not applicable.

16.8 The place of performance of the Client's payment obligations is Munich in Germany.

16.9 The court of jurisdiction for all disputes arising from the contractual relationship is Munich in Germany unless a different mandatory court of jurisdiction is prescribed.