

Translation from German

# General Terms and Conditions for Mobile Telecommunication Services for Entrepreneurs

("GTC - Entrepreneurs - Mobile")

**of T-Mobile Austria GmbH**

Rennweg 97-99

1030 Vienna

Applicable to all new contracts concluded and to  
contracts renewed on or after 1 May 2022.

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## 1. Preamble

For the sake of convenience the masculine form will be used hereinafter. Of course, all expressions used apply to men and women equally. Acting in a sustainable and responsible way is a principal goal of T-Mobile. A sustainability report regularly reports on T-Mobile's performance and successes in achieving its goals. Acting with a focus on the environment and assuming social responsibility as a telecommunications provider is of the highest priority at T-Mobile. That is why T-Mobile has established its own Environment and Sustainability Fund, which supports public and private environmental projects. On the website [magenta.at](http://magenta.at) customers can find more information about the T-Mobile Environment and Sustainability Fund and about the funded projects.

In accordance with responsible entrepreneurial action T-Mobile expressly commits itself to the greatest possible transparency of services and contracts as well as to compliance with the principle of non-discrimination. T-Mobile provides a barrier-free access for persons with disabilities.

Protecting customer data is another priority of T-Mobile. For detailed information see [magenta.at](http://magenta.at).

## 2. Legal basis - How is the contractual relationship regulated?

The following General Terms and Conditions for business customers ("GTC") shall apply to all deliveries and services provided by T-Mobile GmbH ("T-Mobile"), Rennweg 97-99, 1030 Vienna, FN [(Austrian) Business Register Number] 171112k, in particular but not exclusively under the Magenta and/or Magenta Business brands. The following shall constitute the basis of the contract ("Contractual Bases") between the customer and T-Mobile:

- a. the offer on which the contract is based or a framework or standard contract ("Contract"),
- b. the General Terms and Conditions of Payment for contracts with business customers ("GTCP"),
- c. special terms of use for additional packages including Special Terms and Conditions of Payment ("STCP"),
- d. these GTC - Entrepreneurs - Mobile ("GTC").

In the case of conflicts between the above Contractual Bases they shall apply in the stated order. Use of the customer's own general terms and conditions is expressly excluded. The bases and terms agreed in the customer's Contract shall apply to all subscriber lines (SIM or eSIM profile) and/or other specific services activated during the term of the Contract.

Staff or representatives of T-Mobile have no power of attorney to conclude individual agreements with customers or to accept deviating terms and conditions of customers.

These GTC shall exclusively apply to entrepreneurs as defined in the Austrian Consumer Protection Act [*Konsumentenschutzgesetz/KSchG*]. By concluding the Contract the customer confirms his entrepreneurship.

Customers may retrieve the Contractual Bases from the internet at [magenta.at/agb](http://magenta.at/agb), request the same from T-Mobile in writing or by phone, or obtain them from T-Mobile's distributions partners or shops at any time.

## 3. Conclusion of contracts - How is the contractual relationship established?

The registration form signed by the customer constitutes a written offer and T-Mobile shall accept that written offer within a reasonable period of time either implicitly by activating the services, installing the required technical equipment, dispatching the hardware or actually providing the service, or explicitly by means of a written letter of acceptance. Automated letters of acceptance by T-Mobile shall require no signature. Offers of T-Mobile to entrepreneurs shall be binding only if executed in writing, explicitly described as such and duly signed.

## 4. Proof to be provided upon conclusion of the contract

At the time of registration the customer must provide the following:

- a. proof of identity (Austrian driving licence, passport or identity card),

- b. proof of his place of residence or registered office by means of a confirmation of registration or excerpt from the Business Register,
- c. proof of a SEPA bank account if the customer grants T-Mobile a direct debit authorisation for payments,
- d. proof of the customer's capacity as entrepreneur and power of representation (by an excerpt from the Business Register, trade licence, etc.).

In order to act on behalf of a third party (e.g. for a business enterprise), proof of authority (e.g. by an excerpt from the Business Register, special power of attorney) is required. T-Mobile expressly reserves the right to check the customer's identity, details and creditworthiness by obtaining information from recognised and legally authorised organisations (e.g. creditor protection agency or CRIF GmbH).

T-Mobile shall activate the customer's SIM card or eSIM profile not later than three business days after all proof/documents required for due registration are available, unless T-Mobile refuses registration of the customer. T-Mobile reserves the right to update the settings for the SIM card or eSIM profile at any time.

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

## 5. Refusal to conclude a contract

T-Mobile may refuse registration of the customer or refuse to provide certain services by informal notification of the customer:

- a. if there are payment arrears of the customer under an earlier or current contractual relationship with T-Mobile;
- b. if T-Mobile is unable to provide the ordered services for technical reasons or could provide them only at disproportionately high costs or at an disproportionately high amount of technical work;
- c. if the customer has provided inaccurate or incomplete data regarding his person or his creditworthiness;
- d. in the case of a well-founded suspicion of misuse of T-Mobile services; or
- e. in the case of well-founded doubts about the customer's creditworthiness.

## 6. Refusal to provide specific services

In the case of well-founded doubts about the customer's creditworthiness T-Mobile may also refuse to provide the following specific services:

- a. additional services,
- b. international calls,
- c. roaming,
- d. GPRS services, and/or
- e. services causing increased costs.

T-Mobile shall inform the customer in an adequate form (e.g. by email, letter or phone) about the services he will not be able to use due to his lack of creditworthiness. The service selected by the customer shall be set up and activated upon thorough examination within a reasonable period of time.

## 7. Notifications relevant to the contract and mode of delivery

As a rule, notifications or statements that are relevant to the Contract will be sent to the customer by T-Mobile by letter to the mailing address most recently advised by the customer. The customer may also advise T-Mobile an email address for the express purpose of delivery of statements relevant to the Contract, including declarations of intention requiring receipt. Statements sent by email shall be deemed received by the customer as soon as they can be retrieved by the customer under normal circumstances. This shall not affect the customer's right

to receive a hard copy of the itemised bill and of the bill free of charge at any time (Section 138(3) of the Austrian Telecommunications Act [Telekommunikationsgesetz/TKG] 2021).

If the customer wants to change the selected mode of delivery and/or his mailing address during the existing contractual relationship, an informal notification shall suffice. The mailing address and/or the selected mode of delivery may be changed free of charge at any time. The customer shall bear the risk and all disadvantages resulting from a failure to advise a new mailing address. Notifications or statements sent to the address most recently advised to T-Mobile shall be deemed delivered with legal effect until a new address is advised. This shall apply equally if the email address changes which the customer has advised to T-Mobile for the express purpose of T-Mobile delivering statements relevant to the Contract, including declarations of intention requiring receipt, to that email address. For as long as the customer has not informed T-Mobile, T-Mobile may continue to deliver all notifications, declarations of intention, bills, etc. to the address or email address most recently advised by the customer.

Changes, including but not limited to retirement, authorisation, revocation of power of attorney, change of name, change of email address, etc. shall become effective vis-à-vis T-Mobile only if the customer promptly notifies T-Mobile thereof in writing. If the customer fails to advise changes of addresses (mailing address, billing address, email address), written notifications that are intended for him shall be deemed received with legal effect if they were sent to the address most recently advised by the customer. The customer shall bear all disadvantages resulting from a failure to notify T-Mobile.

## 8. Customer administration

For business subscriber lines only the staff members advised by the customer in writing for that purpose shall be authorised to represent the business enterprise vis-à-vis T-Mobile as "customer administrators" in business affairs with legally binding effect and, in particular, to modify or amend these GTC.

Administrators must be authorised and empowered by the customer in writing accordingly. T-Mobile shall be entitled to request presentation of such written power of attorney. Such power of attorney shall not apply to private subscriber lines of the customer's staff which are also integrated into his VPN. T-Mobile will compare the name of the relevant sender of a registration form with the names of the customer administrators advised. T-Mobile shall be under no obligation to carry out further checks.

Notifications from the customer's administrators which T-Mobile receives by email will be considered written notifications.

## 9. Modifications of or amendments to the contract; Changes of data

The following changes may be made:

- a. modifications of or amendments to the Contract (e.g. additional services, changes to the price plan),
- b. blocking orders (e.g. for third-party and/or premium rate services) and
- c. changes to the customer's master data (e.g. address, name).

Modifications of or amendments to the GTC shall be subject to T-Mobile's consent. T-Mobile reserves the right to charge a reasonable processing fee for making such contractual amendments; for details see the General Terms and Conditions of Payment (list of one-off charges).

In the case of modifications of or amendments to the Contract in the form of a change to another price plan the new price plan shall apply only from the date at which the service is actually changed, and not later than from the next billing period.

The customer shall inform T-Mobile of change requests in writing. If the customer requests changes by phone or email, T-Mobile may accept the same only if the customer states his personal customer password. Bank account details may only be changed in writing.

The customer shall timely notify T-Mobile in writing if and when his master data (as defined in Section 160(3) No. 5 TKG 2021), his contact data or credit data has changed:

- a. name, company name, his capacity as entrepreneur,
- b. power of representation/attorney,
- c. mailing address, billing address, email address,
- d. bank account details,
- e. Business Register Number or other register numbers (including but not limited to the VAT number), legal form,
- f. his credit standing.

## 10. Assignment of the contract to a third party

The customer may assign his Contract to a third party only upon T-Mobile's consent. If T-Mobile agrees to a joint request for assignment of the Contract from the customer and the third party, all rights and duties shall pass to the third party. The customer shall remain fully liable vis-à-vis T-Mobile for any and all liabilities related to the period before the assignment.

Both the customer and T-Mobile shall be entitled to assign specific claims under the contractual relationship to third parties without the customer or T-Mobile having to agree to such assignment separately (assignment of claims as defined in Section 1392 *et seq.* of the Austrian Civil Code [ABGB]). If the customer assigns specific claims, all assignment fees as defined in Section 33 TP [tariff item] 21 of the Austrian Fees Statute [GebG], if any, shall be borne by the customer.

## 11. Security - In what cases may T-Mobile ask for security?

T-Mobile may make provision of its services dependent on an advance payment or the furnishing of a bank guarantee:

- a. in the case of late payment of accounts due by the customer despite reminders, threatening of suspension of services and granting of a grace period of at least two (2) weeks,
- b. if the customer's current charges which are not yet due are at least twice as high as his average monthly charges, or
- c. in the case of well-founded doubts of T-Mobile about the customer's creditworthiness.

T-Mobile shall refund the security furnished by the customer within four (4) weeks of the due date of the final bill, after deduction of all outstanding accounts receivable.

## 12. Services of T-Mobile

### 12.1. Service specifications and quality of the services

Customers may see the main features and scope of the services as well as specific details of the quality of T-Mobile's services in the product-specific STCP, which are available at [magenta.at](http://magenta.at). There he can also find information about restrictions, if any, of access to or use of services. In this context the customer shall also note the specifications of the terminal equipment used by him as they may contain information about potential service restrictions. Unless specific service quality parameters were agreed in the STCP, T-Mobile offers no minimum level of service quality. In the case of culpable non-compliance with the contractually agreed service quality T-Mobile may pay compensation and/or refunds.

Details of products and services specifically designed for users with disabilities are contained in the relevant product-specific STCP and a specific enquiry in this regard may be sent to T-Mobile.

T-Mobile shall use all efforts to provide its customers with the best availability and signal quality within the scope of technical possibilities. However, T-Mobile cannot guarantee availability or good signal quality in all regions. This restriction applies, in particular, to services outside Austria.

Moreover, the quality of services may depend on:

- a. the type of the customer's terminal equipment,

- b. the type of network (e.g. UMTS, GSM),
- c. the network load,
- d. the selected price plan and/or the selected additional package and on
- e. the conditions of the radio field.

Transmission quality and availability may be compromised by:

- a. geographical conditions (e.g. mountains, valleys),
- b. atmospheric conditions (e.g. clouds, snowfall),
- c. spatial conditions (e.g. buildings, walls).

Unforeseeable and extraordinary circumstances (e.g. force majeure) and necessary and useful technical measures (e.g. maintenance, work to improve the network, to avoid network faults or due to official requirements) may lead to temporary faults or disruptions of T-Mobile's services. T-Mobile will in any case endeavour to remedy such faults and disruptions without culpable delay within a reasonable period of time. In the case of temporary high traffic in T-Mobile's network or parts thereof, standardised functions and a network end-to-end design consistently customised for that purpose continue to ensure an efficient and fair use of the available network resources by all users in the affected region. To optimise overall transmission quality specific categories of traffic (services: e.g. voice calls, or products: e.g. mobile/stationary) may be given priority. Such measures are always taken on the basis of technical conditions and not on the basis of commercial considerations and will be maintained only for the duration of the exceptionally high traffic. Traffic management measures taken to protect the integrity and security of the network, e.g. as a response to or a precaution against cyber attacks or DDoS attacks, shall be excluded. Due to such traffic management measures the performance of the internet connection may deteriorate in specific traffic categories for the duration of the exceptionally high traffic. For more information about traffic management measures and minimum contents as defined in Art. 4 of Regulation (EU) 2015/2120 please see the product-specific STCP, which are available at [magenta.at/agb](http://magenta.at/agb).

## 12.2. Quality assurance

T-Mobile constantly works on improving the quality of voice and data connections and on further condensing mobile communications supply. This may also be done by T-Mobile exercising the option of using third-party mobile communication networks (national roaming [NR]) which may have the consequence that specific customary technical services or features (e.g. VPN functions, network announcements, etc.) may not be supported. Where T-Mobile has agreed on special technical services or features with the customer, T-Mobile can warrant functioning of the same only within its own network.

For the purpose of assuring the quality of voice and data services and for network planning T-Mobile will carry out regular measurements of data traffic in its network. The information about the status and the load of network elements and their connections gained in this way will be used by T-Mobile for capacity planning, to increase reliability as well as the stability and quality of its network and the services based thereon.

T-Mobile uses both active (mobile & stationary) and passive monitoring systems, which basically provide the quality parameters of signalling and data traffic necessary for analysis. In passive measurement procedures the figures provided by the systems themselves are used for analysis. In active measurement procedures customer behaviour is simulated by a measuring device or an automated terminal device (e.g. mobile phone, data stick) on a stationary or mobile basis in the network.

The figures thus gained from the systems show:

- a. the rate of connections not terminated by the customer (dropped call rate),
- b. the rate of successfully established connections (success rate),
- c. the data throughput rate (maximum achievable bandwidths),
- d. the round trip time (time during which data flows from the customer through the network and back to the customer),

- e. alerts and/or system diagnoses (failure of specific system units, fire alerts, burglary alerts).

The procedures themselves do not affect the quality of the services but constitute the basis for error identification and optimisation work up to a complete replacement of defective systems. No content data is analysed. T-Mobile's systems are constantly monitored.

T-Mobile shall inform the customer about improvements of the network performance or services performance via the service line upon request. For general information on the quality of T-Mobile's services please see [magenta.at/netz](http://magenta.at/netz).

For his subscriber line the customer may directly or indirectly operate only approved and appropriately marked terminal equipment which is suitable for the relevant connection type.

## 12.3. Security and integrity at T-Mobile

In compliance with data protection provisions and the secrecy of communications T-Mobile takes appropriate measures to respond reasonably to security incidents, threats or gaps. Appropriate measures may include but not be limited to:

- a. technical measures, such as temporary or permanent deactivating of services or parts of services, filtering of potentially harmful traffic and/or updating affected systems,
- b. organisational measures, such as increased monitoring of the system, extended information and data analyses and/or securing of evidence/artefacts,
- c. legal measures, such as initiating the prosecution process.

T-Mobile monitors systems around the clock and is thus able to swiftly respond to acute security or integrity breaches at any time. In the case of inappropriate responses of T-Mobile to security incidents, threats or gaps T-Mobile may pay compensation and/or refunds.

## 12.4. Availability and fault repair

If the customer's subscriber line is compromised, e.g. if the SIM card or eSIM is defective, he should notify T-Mobile as soon as possible. The defect can only be repaired upon notification by the customer.

If the fault has been caused by the customer and he instructs T-Mobile to repair the same, T-Mobile will charge the necessary and appropriate costs, e.g. for replacement of the SIM card or eSIM in accordance with the GTCP. If there is no flat rate, then T-Mobile will charge its services as incurred. In addition, T-Mobile will in any case charge the customer's fixed monthly fees.

## 13. All about roaming

Roaming means that the customer may also make phone calls to/in international mobile communication networks of T-Mobile partners (Roaming Partners) and use other services. The customer shall have no claim to make phone calls via a certain Roaming Partner in a certain country. Customers should in their own interest be aware that unintended roaming may occur close to borders.

Since T-Mobile is unable to influence the rates of its Roaming Partners, changes in the rates of Roaming Partners do not constitute an amendment to the Contract. The roaming rates stated on T-Mobile's websites are for information only. If and when T-Mobile enters into a cooperation with a new Roaming Partner, the price structure may change, which shall constitute no modification of or amendment to the Contract either.

T-Mobile reserves the right to restrict its offer of roaming services. Claims of our Roaming Partners shall be equal to claims of T-Mobile.

T-Mobile has set a data roaming limit for customers in the gross amount of EUR 60, which applies to data roaming worldwide, unless otherwise agreed in the customer's Contract. In particular, Contracts providing for an inclusive data volume for roaming shall be excluded. If and when this threshold is reached, use of data roaming will be suspended. If the customer wants to continue roaming after the threshold has been reached, he may have the suspension lifted. The customer may deregister from the service at any time.

For details about roaming in the EU zone, including the Fair Use Policy, if any, please see the STCP for the relevant price plan and [magenta.at](https://www.magenta.at).

#### 14. Emergency services

Connections to all national emergency numbers and the European emergency number (112 call) are free of charge. Whenever the customer calls an emergency number, T-Mobile will be required according to statutory provisions to provide the operator of the emergency service with the master data and location of the customer upon request.

#### 15. Withholding phone numbers

As a matter of principle, the customer's phone number will be shown on the terminal device of the user called. The customer may withhold the phone number for outgoing calls himself and free of charge, except for calls to emergency numbers.

#### 16. Listings in user directories

Customers are entitled to be listed in publicly accessible user directories, to have their entry checked, rectified and erased. Customers can decide whether they would like to be entered into the public directory of users with the following data:

- a. surname,
- b. first name,
- c. academic degree,
- d. address,
- e. user number,
- f. upon request: job title.

For customers the entry into the public user directory as well as rectification and erasure of the entry are free of charge. If the customer does not request to be included in the public user directory, no entry will be made.

#### 17. Porting of phone numbers - How can the phone number be transferred?

If the customer changes to T-Mobile from a different mobile network operator, he may continue to use his original phone number.

During the technical process of porting the customer's subscriber line may not be usable for a short period. Together with the other mobile network operators T-Mobile will endeavour to ensure that the subscriber line can be used again as soon as possible.

T-Mobile is unable to guarantee that after porting the customer will be able to use the same services as with the other mobile network operator.

In the course of porting T-Mobile will transfer:

- a. the customer's main phone number and his mailbox number and,
- b. additional phone numbers which are linked to his main phone number, however, only at the customer's express request.

The Contract with T-Mobile shall end automatically upon successful completion of porting, unless the user expressly requests to continue the contractual relationship. In that case T-Mobile will automatically allocate a different phone number to the customer. If the Contract ends upon successful porting, any charges that may be incurred until the end of the minimum contract term that may have been agreed shall be invoiced to the customer in the last bill. The provisions on termination of Contract in these GTC shall apply accordingly.

Moreover, after porting has been completed successfully, all claims of the customer under T-Mobile bonus programmes shall be forfeited without any claim to compensation. Notwithstanding the foregoing the customer's phone number may be ported up until one (1) month after termination of the Contract.

#### 18. Intellectual property rights

T-Mobile and Magenta are proprietary trademarks. All intellectual property rights belong to and shall remain the property of T-Mobile and/or Deutsche Telekom AG. This applies in particular to the copyright to T-Mobile services.

If T-Mobile makes available software to the customer, the customer, as the licensee, shall comply with the terms of use (scope of rights granted by T-Mobile or third parties) applicable from time to time when using the software. Those terms will be made available to the customer in the original language.

When using public domain software, open source software or shareware, the customer shall comply with the terms of use or licence regulations specified by the relevant proprietor of the software. T-Mobile assumes no warranty for errors, faults or damage caused by non-compliance with installation requirements, improper operation, contamination with computer viruses, abnormal operating conditions (in particular deviations from the installation conditions) or by transportation damage to data storage media.

#### 19. Additional services

##### 19.1. Additional packages and services

For additional services in the form of additional packages or services T-Mobile reserves the right to charge a one-off activation fee per subscriber line. The additional packages selected by the customer and allocation of those additional packages to his subscriber lines (SIM and/or eSIM profile) are stated in his numbering plan.

Changing those additional packages shall only be permitted within a group of additional packages and against payment of a one-off change fee. For the currently applicable groups of additional packages and the applicable fees please refer to the Contract and in the case of amendments or modifications please see the applicable price plan information at [magenta.at](https://www.magenta.at).

Use of such additional packages or services shall be subject to separate commitment terms. During the commitment term the additional service may not be terminated by notice. If the additional service is nevertheless terminated prior to expiry of the applicable commitment term, the charges payable for the additional service for the total agreed commitment term shall become due upon such early termination. Any special terms granted shall not apply in that case.

##### 19.2. All about the additional card

The additional card is a price plan dependent special service to which the customer has no claim. The holder of the main card is the contracting party of T-Mobile. If the main card is terminated, this does not automatically mean that the additional card(s) will be terminated. Upon termination of the main card a current additional card will become the new main card. In the case of termination of additional cards the provisions on termination in these GTC shall apply accordingly.

##### 19.3. Integrated credit balance - All about inclusive minutes/text messages/multimedia messages and data volumes

Inclusive minutes, text or multimedia messages or data volumes as per the customer's price plan shall apply unless expressly agreed otherwise for his price plan:

- a. only in the T-Mobile network and
- b. only for one billing period and
- c. in accordance with the GTCP and STCP for the customer's price plan concerned.

Inclusive minutes, text or multimedia messages and data volumes the customer does not consume may not be carried forward to the next billing period. The billing period is equal to one calendar month and therefore lasts from the first to the last day of a month. The first billing period lasts from the day of conclusion of the Contract (= activation of the SIM card and/or eSIM profile) until the end of the relevant calendar month. In the first billing period the inclusive units and the basic charge/package price shall be calculated on a pro rata basis (e.g. if the customer concludes the contract on 16 June, T-Mobile will charge the customer half the basic charge and he will be entitled to half the monthly inclusive units until the end of June). After the inclusive units have been consumed, the applicable rates will be charged.

Pro rata calculation shall also apply in the case of a change to a different price plan during a billing period.

T-Mobile shall notify the user in accordance with Section 130(2) TKG 2021 before he reaches the maximum limits and when he has completely used up the included volume.

#### 19.4. Services of third-party providers

Depending on the price plan and the terminal equipment T-Mobile offers the customer access to certain services beyond general telecommunication services, which are usually provided by third parties. Services of premium rate providers and/or third-party providers means services, inter alia digital content, which are delivered via voice telephony and/or text/multimedia messages using special numbers or via internet programs (dial-up programs) and exceed the scope of a pure communication service, e.g.: directory assistance, erotic chats, televotings (Section 3 No. 16 of the Austrian Communications Parameters, Charges and Value-Added Services Regulation 2009 [*Kommunikationsparameter-, Entgelt- und Mehrwertdienste-Verordnung/KEM-V 2009*]).

Mobile payment services allow the customer to pay for digital goods via the mobile phone bill. Services of premium rate providers and/or third-party providers means services which go beyond the mere connection between two subscriber lines and which are not offered by T-Mobile. Payment is required not only for the connection itself, as in the case of a normal phone call, but also for an additional service, such as e.g., a horoscope, erotic services or games of chance.

T-Mobile is not responsible for the product acquired from third parties, including the content of the same. All contracts for services of third-party providers are concluded exclusively between the customer and third parties unless T-Mobile is expressly stated to be the seller. Therefore T-Mobile assumes no liability for products, services, etc. or for damage resulting from such contractual relationships.

In the case of a subscription T-Mobile will transmit the customer's number which is necessary for processing the contract to the third-party providers for billing purposes. The stored data will be deleted automatically six (6) months after the service was purchased or six (6) months after expiry of the subscription.

If the customer downloads data of third parties via T-Mobile services he shall do so at his own risk. T-Mobile does not know those services and content and does not check the same. Accordingly, T-Mobile assumes no liability for, without limitation:

- a. malware (e.g. viruses, Trojans),
- b. damage to hardware or software,
- c. loss of data or
- d. other forms of loss caused by downloading or use of downloaded material/data.

On the third party's behalf T-Mobile may collect from the customer accounts receivable by third-party providers for services used by the customer. This additional service will be invoiced via the T-Mobile phone bill, with the third party remaining the exclusive contracting party for the additional services. In any case, payments by the customer shall first be used for existing accounts receivable by T-Mobile, unless he expressly objected thereto and if no other allocation has been made. Objections of the customer and claims of the customer against payment claims of third-party providers shall not affect the services provided by T-Mobile but may also be sent to T-Mobile, which will then forward the same to the provider. The services of third-party providers will be offered to the customer by T-Mobile on a subject-to-change basis. T-Mobile is entitled to discontinue those services at any time with no obligation to state reasons, including where for financial, technical or operational reasons T-Mobile can no longer be expected to provide those services. In addition, T-Mobile reserves the right to deny further use of those services or to suspend the same in the case of late payment.

T-Mobile reserves the right to offer services of premium rate providers and/or third-party providers which are offered against separate payment only on separate terms of use, in which in particular the costs, the content of the services and the

options to terminate such services are regulated. For the terms of use please see [magenta.at/agb](https://magenta.at/agb).

The customer may request that services of premium rate providers and/or third-party providers be blocked via the T-Mobile service line and the self-service portal. If the customer does not cause the service to be blocked, he shall be liable for the claims for payment arising from the services rendered for which he is responsible.

In accordance with the statutory regulations the customer acknowledges that billing of additional services via the T-Mobile phone bill may not exceed EUR 50 (incl. VAT) per transaction or EUR 300 (incl. VAT) per month. Transactions involving more than the above amounts will not be accepted by T-Mobile.

The customer acknowledges that services of premium rate providers and/or third-party providers which are only suitable for persons from a certain minimum age (e.g. participation in games of chance or betting, sexual content) may only be used by persons who are older than 18 years of age and for their private use only. If the customer uses such services or contents of third parties, he shall make sure that they will not become accessible to others, especially not to persons below the age of 18 years.

If services of premium rate providers and/or third-party providers are made accessible to third parties for whatever reason and are used by them, the customer shall be liable for any charges resulting therefrom.

T-Mobile is unable to guarantee that the customer will be able to use voice over-IP products or instant messaging products of third parties.

#### 19.5. One-off charges

For services of T-Mobile which are subject to a charge the one-off charges stated in the customer's Contract or at [magenta.at](https://magenta.at) shall apply in addition to T-Mobile's General Price Plan Terms.

#### 19.6. Trainings

At the customer's request T-Mobile will offer special trainings for specific technical solutions and services. For the charges payable for such services please see the Contract and/or the applicable price plan information at [magenta.at](https://magenta.at).

### 20. Hardware

#### 20.1. Hardware terms

If a hardware budget pool has been agreed in the customer's Contract, this pool may be designed in the form of a budget figure (in EUR) or in units (number of terminal equipment types). The hardware purchased by means of funds of a hardware budget or of a unit-based pool shall expressly be used as a means of communication within the customer's business. Any immediate resale of hardware purchased at a discount shall be deemed an abusive drawing on the hardware pool and entitle T-Mobile to revoke the provided hardware budget and/or the provided budget pool with immediate effect, notwithstanding T-Mobile's right to assert additional claims.

#### 20.2. Hardware budget

Hardware budget means an appropriated budget in EUR that may be used for ordering hardware. Out of this budget hardware may be purchased at a discount on the basis of the purchase price applicable to entrepreneurs from time to time. The agreed hardware budget must be used up within the period agreed. The customer cannot carry forward the hardware budget to another minimum term of contract, and a refund of unused funds of the hardware budget is excluded as well.

#### 20.3. Unit-based pool

If the customer's hardware budget is defined in units (number of terminal equipment types), the above-mentioned legal provisions shall apply with respect to the expiry date. If the terminal equipment agreed in the customer's unit-based pool is no longer available, T-Mobile shall be entitled to convert that unit-based



pool into a hardware budget and to fix a corresponding equivalent amount for hardware not yet used up by the customer.

#### 20.4. Effects of insolvency proceedings on an agreed hardware pool

If insolvency proceedings are opened and the business entity is not continued, access to the customer's unit-based pool/hardware budget will be suspended and access will be granted only upon written approval from the court-appointed trustee in insolvency. In the case of debtor-in-possession proceedings the customer's unit-based pool/hardware budget may continue to be used as agreed. Section 25a of the Austrian Insolvency Code [*Insolvenzordnung/IO*] shall remain unaffected thereby.

#### 20.5. Cancellation of the hardware budget/unit-based pool

If the Contract is transferred to a new/other contracting party, an existing hardware budget/unit-based pool will not be transferred but cancelled, unless expressly agreed otherwise with the transferee. On the occasion of such Contract transfer T-Mobile will separately inform the transferee thereof in writing. Any claim to disbursement of unused funds of a hardware budget/unit-based pool shall be excluded also in the case of a transfer of the Contract.

#### 20.6. Ownership structure and maintenance

Unless expressly agreed otherwise, hardware may be installed, maintained or disassembled only by T-Mobile. The hardware is made available to the customer for use only and shall remain the property of T-Mobile. Also goods which are intended to become the property of the customer on the basis of a separate agreement shall remain the property of T-Mobile until full payment of the purchase price.

T-Mobile reserves the right to make available used hardware to the customer or to replace hardware, where appropriate. T-Mobile shall be granted access to the hardware at any time for installation, maintenance or disassembly upon prior notification of the customer.

Maintenance shall include repair of errors and/or faults of hardware which occur despite proper use or due to natural wear and tear. Maintenance shall not include repair of errors and/or faults caused by:

- a. improper use,
- b. maintenance or disassembly by the customer or unauthorised third parties,
- c. breach of Contract by the customer,
- d. climatic influences, or
- e. force majeure.

From the time of delivery of the equipment the customer shall be liable for damage or loss, including in the case of force majeure. Force majeure includes, without limitation, damage caused by fire or water or lightning.

The expenses incurred for work on real properties, buildings, rooms, empty conduits or cable routes in connection with proper installation, maintenance, modification or disassembly of hardware shall be borne by the customer.

The customer shall use the hardware carefully and exclusively for the designated purpose. He shall maintain the same in the condition in which it was made available to him, allowing for wear and tear. The existence of the customer's Contract including the payment obligation shall not be affected by any damage to the hardware for which the customer is liable.

### 21. Responsibility and duties of the customer

#### 21.1. General information on use of services

The customer may only use terminal equipment which:

- a. is approved by law and which
- b. does not interfere with the network of T-Mobile or other communications networks.

If the customer uses a type of terminal equipment which has not been checked and approved by T-Mobile, T-Mobile cannot warrant the functionality of the services.

If the customer or any of his agents redirects his calls to a different user line, then such user must have given his express consent to the customer.

Without a special written agreement with T-Mobile the customer may use his subscriber line only for personal and private purposes. T-Mobile may:

- a. suspend services for the customer's subscriber line immediately,
- b. terminate the Contract,
- c. claim a contractual penalty in the amount of EUR 30,000 plus
- d. additional damages for every single violation

if the customer makes the services and goods of T-Mobile available to third parties for commercial purposes in connection with reselling without T-Mobile's written consent. The contractual penalty shall not be subject to a judicial right of reduction.

The customer shall refrain from and prevent any misuse of T-Mobile's services, including but not limited to threatening or harassing calls, texts, multimedia or fax messages (Section 31 *TKG* 2021).

The customer shall be responsible for ensuring that children and young persons do not have access to services which require a minimum legal age (e.g. erotic content or games of chance) via his subscriber line.

#### 21.2. No misuse or assignment of services

The customer shall not misuse the services provided by T-Mobile. Misuse means, without limitation:

- a. any violation of Section 31 *TKG* 2021, use for mass communications services or use of interactive voice response or similar systems,
- b. any use of services which due to the use of telecommunication services alone would lead to disbursements or other consideration from third parties for telecommunication services,
- c. use other than in the capacity as end customer or using a user profile other than a private one or other than the user profile that is in line with the business purpose stated on the registration form,
- d. reselling of telecommunication services purchased from T-Mobile, unless expressly agreed,
- e. provision or transmission of data for retrieval by third parties in violation of statutory provisions, with T-Mobile being entitled to delete such data immediately and without prior notification of the customer,
- f. infringement of rights of third parties (e.g. third-party copyrights, trademark rights or registered design rights, etc.),
- g. unauthorised passing on of user data (e.g. user ID, password, PIN, equipment lock code, etc.) to third parties,
- h. careless handling of user data by the customer or a culpable violation of the customer's obligation to maintain secrecy about such data,
- i. any form of spying out system functions or data which is not intended to be retrieved by the customer, irrespective of whether such data is stored on network facilities or databases of T-Mobile or third parties,
- j. misuse of more than ten (10) eSIM profiles,
- k. inserting a SIM card having a (smart) phone price plan in internet routers,
- l. any other use not expressly listed here which according to generally accepted standards constitutes misuse.

The customer shall be liable for any and all damage or loss culpably caused by him through misuse of the services of T-Mobile.

If T-Mobile agrees to reselling to a third party, the customer shall impose the duties to cooperate and provide ancillary services provided for under the contractual relationship with T-Mobile also on the third party. The customer shall ensure that the third party will comply with the duty to cooperate and provide ancillary services. The customer shall have no right to raise objections vis-à-vis T-Mobile on the ground of his legal relationship with the third party.

### 21.3. Use by third parties

Without T-Mobile's consent the customer shall not make available his subscriber line to any third party for permanent or sustained use.

The customer shall protect his subscriber line against misuse by other persons. The customer shall bear any and all disadvantages if he or other persons misuse(s) his subscriber line or if T-Mobile suffers disadvantages from improper safekeeping or use of the SIM card or of his terminal device which is equipped with an eSIM or of the PIN, PUK code or customer password for which he is culpably responsible.

The customer shall protect use of the SIM card by means of a PIN/PUK code. The customer shall protect the SIM card and the codes against adverse impacts, improper treatment and other persons and keep them secret. The codes shall not be kept in the proximity of the terminal equipment or the SIM card. If unauthorised persons have obtained access to the PIN/PUK code, the customer shall change the code immediately. The customer shall protect use of the eSIM by appropriately restricting access to the terminal equipment (e.g. by an equipment lock code). If other persons use the services by means of the SIM card and/or the eSIM profile and the codes, the customer shall be liable for all charges payable for communication services unless and until he demonstrably notifies T-Mobile of the misuse and instructs T-Mobile to suspend services for that subscriber line.

If the terminal device equipped with an eSIM is intended to be sold or passed on, the eSIM profile on the terminal equipment must be deleted. As long as an active eSIM profile is available on a device, it will be charged according to the original customer's price plan.

The customer shall immediately report any loss or theft of a SIM card or terminal device equipped with an eSIM to T-Mobile and provide his customer password. T-Mobile will then cause the SIM card or eSIM profile to be blocked. The Business Service Line +43 676 20333 is open for customers 24/7. If the report is made by phone, a written notification and, in the case of theft, a police theft report shall be submitted promptly thereafter.

If the customer is culpably responsible for the loss or theft of the SIM card or his terminal device that is equipped with an eSIM or for any other unauthorised use by a third party (including with respect to his eSIM profile), he shall be liable for any costs for services accrued due to use of the SIM card or the eSIM profile until the time the theft or loss was reported, and for any other disadvantages. Only a police report will be considered proof of theft or loss.

### 21.4. Customer's duties to cooperate

The customer shall make available the rooms, empty conduits and/or cable routes and/or electrical energy required for installation and operation of hardware in a suitable condition and to a sufficient extent (in particular regarding humidity and temperature) free of charge throughout the term of the customer's Contract.

The customer shall inform T-Mobile of the location of hidden electricity lines, gas and water pipes and similar local systems and provide for an earthed connection before commencement of work; otherwise claims for damages shall be excluded. If access to real properties, buildings or rooms is required for installation, maintenance, operation or disassembly of hardware, the customer shall obtain the necessary approvals and/or permits from the person(s) authorised to use the property and provide T-Mobile with written evidence thereof upon request. The necessary official permits for installation and operation of hardware shall be obtained by the customer. The customer may only use approved and appropriately marked telecommunication equipment that is in conformity with the relevant laws and does not interfere with the communications network of T-Mobile or other providers.

The customer may only connect hardware to his user interface which is in compliance with the relevant laws and fulfils the interface conditions stated in the specifications. In the case of doubt the customer shall obtain T-Mobile's consent. The customer shall cooperate with T-Mobile in troubleshooting to the extent necessary. In general, both T-Mobile and the customer agree to do everything to assist each other in processing the customer's Contract and to refrain from

anything that might prevent or jeopardise performance of the Contract. The customer shall promptly report any faults, defects or other problems and enable T-Mobile to repair the same. The customer shall immediately notify T-Mobile of hazards to the hardware and avoid and/or remove interferences (in particular external voltage) himself.

If interference with T-Mobile's property is imminent for actual or legal reasons, the customer shall notify T-Mobile thereof without delay; otherwise he shall be liable for damages. Costs incurred by T-Mobile in connection with claiming its title in or out of court which are necessary and appropriate to pursue its rights shall be borne by the customer.

### 21.5. Secrecy

The customer shall maintain full secrecy about any information under this contractual relationship. In particular the following information, which was made accessible to the customer in connection with the provision of telecommunication services, shall be deemed strictly confidential and may not be disclosed to third parties:

- a. trade secrets or business secrets;
- b. terms and conditions of the Contract,
- c. technical know-how.

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

## 22. All about the bill

### 22.1. Charges, fees and terms of payment

T-Mobile shall invoice all charges, fees or rates in accordance with the GTCP agreed with the customer and published at [magenta.at](http://magenta.at) and the STCP agreed with the customer which apply to his price plan and are also published there, as well as according to an individual agreement that may have been entered into with the customer.

T-Mobile shall invoice all amounts in EUR inclusive of statutory value added tax as applicable in Austria, where applicable. If value added tax is to be stated on the bill, T-Mobile will state the same on the bill separately. If the service is not taxable in Austria and if the tax liability passes to the customer, the customer shall duly pay value added tax abroad. In that case T-Mobile will state no Austrian value added tax on the bill (reverse charge system).

In addition to the call charges, which are billed on a monthly basis, T-Mobile may invoice other services on the mobile phone bill, e.g.:

- a. terminal equipment (e.g. mobile phone, UMTS card),
- b. accessories (e.g. hands-free systems, mobile phone cases),
- c. software and services offered in its own name (e.g. ringtones, wallpapers, logos, consulting services, etc.) and
- d. services billed on behalf of others and for the account of others,
- e. payments collected for third parties. In that case the customer will be sent the VAT bill from the third party/service provider. The T-Mobile bill will constitute payment information only.
- f. use of more than ten (10) eSIM profiles on one terminal device.

### 22.2. Itemised bill

The customer will find all connections for which a fee was charged in chronological order on his itemised bill on the internet at [magenta.at](http://magenta.at). The passive user numbers or other details for identification of the recipient of a message will be stated on the itemised bill in abbreviated form only unless the rate for a connection can only be deduced from the unabbreviated user number or the user has stated in writing that he has informed all current and will inform all future co-users of the subscriber line thereof.

The identity of third-party providers must be included on the itemised bill by stating the unabbreviated number, unless the user has requested in writing that

such information is to be stated only in an abbreviated form for future billing periods.

Toll-free numbers or connections to emergency services are not included in the itemised bill.

At the customer's request T-Mobile will send a hard copy of the itemised bill free of charge once every billing period.

### 22.3. Indexation

The fixed monthly charges agreed with the customer (according to his selected price plan) shall be subject to indexation.

In the case of a change in the Consumer Price Index (index basis: annual CPI 2020=100) as published by Statistics Austria (if this index is no longer published, the then officially fixed successor index shall replace the same) T-Mobile shall be entitled in the case of an increase to adjust fixed monthly charges (namely the basic charge, flat rate, monthly minimum usage charge) according to the percentage by which the annual CPI for the last calendar year before the adjustment changed compared to the annual CPI for the year before the last calendar year before the adjustment.

In doing so, upward or downward fluctuations of the annual CPI of less than 1% compared to the index basis shall not be taken into account (fluctuation margin). However, as soon as the fluctuation margin is exceeded by one or more consecutive fluctuations of the annual CPI, the total change shall take full effect. As a matter of principle, no downward adjustment, i.e. price reduction, will be made in the case of contracts with entrepreneurs.

The resulting figure outside the fluctuation margin shall constitute the basis for an admissible price increase; at the same time it shall constitute the new index basis for future adjustments (and accordingly the new reference figure for the fluctuation margin).

An increase in prices that may be deduced therefrom may be effected only as of a date between 1 April and 31 December of the calendar year following the calendar year for which the index basis has changed; a reduction in prices to be deduced therefrom must always be effected as of 1 April of the calendar year following the calendar year for which the index basis has changed. For the first time such an adjustment may or must be effected in the calendar year following the calendar year in which the contractual relationship was established (or renewed by mutual consent). Non-exercise of this right to adjust the price shall constitute no waiver of future adjustments. The customer shall not be entitled to terminate the Contract for cause on the ground of indexation adjustments.

### 22.4. Payment modalities and bills

In principle, T-Mobile issues monthly bills for its services. The STCP for the customer's price plan may provide for a different billing period, which shall, however, not exceed three months. In the course of his registration the customer may choose whether T-Mobile sends his bill for free and in an environmentally-friendly manner by email or whether he wishes to receive a hard copy. Delivery and issue of a hard copy bill will be free of charge as well. Also during an existing contractual relationship the customer may choose between delivery of his bill via email or a free hard copy bill.

The customer is advised to refer to his Contract for information about the services charged at the time of registration. Thereafter, T-Mobile will bill the regular fixed monthly charges (basic charge) in advance. All other charges, fees or rates shall be paid by the customer after T-Mobile:

- a. has provided its services and
- b. billed the same.

The customer shall pay the bill within one week of delivery. In the case of doubt T-Mobile will credit the customer's payments to the oldest debt outstanding.

At the customer's request T-Mobile will agree on payment by instalments; T-Mobile will stipulate the detailed terms in a separate written agreement. However, the customer shall have no right to an agreement on payment by instalments.

Credit balances that exist at the end of the contract term will be transferred by T-Mobile to the account advised by the customer not later than four weeks after the final payment was due. If the customer has no bank account, disbursement of credit balances not consumed may be effected via a postal money order.

Any special benefits which were agreed in the Contract (e.g. exemption from the basic charge, inclusive minutes, bonuses) will not be refunded by T-Mobile in cash.

### 22.5. Setoff and withholding

Entrepreneurs may only offset claims which have been ascertained by court against claims of T-Mobile vis-à-vis the entrepreneur. Any right to withhold payments shall be excluded.

### 22.6. Late payment; Collection

In the case of late payment the customer will be sent a reminder by T-Mobile. In the case of late payment for which the customer is responsible T-Mobile will charge the necessary, appropriate and reasonable dunning costs incurred in that connection in accordance with the GTCP.

If a reminder remains fruitless, T-Mobile may instruct an authorised collection agency or a lawyer to collect the accounts receivable at the customer's cost and charge the customer the necessary, appropriate and reasonable costs incurred in that connection.

### 22.7. Late payment interest

T-Mobile will charge late payment interest at the statutory rate (Section 456 UGB). The customer will be charged late payment interest after an objection to the bill if objections to the bill were raised in time and if the objection was unjustified (Section 145(4) TKG 2021).

### 22.8. All about payment

In principle, the customer may select from the following modes of payment:

- a. SEPA direct debit,
- b. manual and electronic remittance (telebanking),
- c. EPS remittance.

T-Mobile will be pleased to inform the customer about the available modes of payment in the course of his registration.

Any cost benefits that may be available for the mode of payment chosen by the customer can be taken from the GTCP. T-Mobile expressly reserves the right to allow only a limited selection of modes of payment for certain price plans; for more detailed information about this subject please see the STCP for the customer's price plan. All modes of payment listed above shall be recognised as having debt-releasing effect.

For every direct debit note that is not honoured or returned because of the customer's fault T-Mobile will charge the necessary, appropriate and reasonable processing fees incurred in accordance with the GTCP. This shall not apply where the direct debit was returned in connection with a well-founded objection to the bill. In the case of a returned direct debit T-Mobile may change the customer's mode of payment to payment by money transfer form; for that change T-Mobile will charge the customer a processing fee in accordance with the GTCP.

The customer shall bear any and all bank charges related to his payment, e.g. charges for international money transfers. T-Mobile will pass on its bank charges to the customer in full.

If T-Mobile has doubts about the customer's creditworthiness (e.g. because of a credit report), T-Mobile may make conclusion or performance of the Contract subject to:

- a. the due establishment or execution of a direct debit order,
- b. or
- c. deposit of appropriate security or advance payment.

If in the course of an objection to the bill an error is identified which might have adversely affected the user and if the correct amount cannot be calculated, the

average of the last three billing periods will be invoiced, notwithstanding a court decision.

### 22.9. Objections to the bill

If the customer wants to object to a bill, he may raise his objections in writing vis-à-vis T-Mobile within three (3) months of receipt of a bill. If objections are raised at a later point in time, T-Mobile shall no longer be obliged to respond to the customer's objections. However, the customer may still resort to a court or the Conciliation Board of RTR-GmbH (Clause 29 of these GTC).

As a matter of principle, T-Mobile will try to resolve any unclear issues related to billing by mutual consent in talks with persons nominated for such cases by the customer and T-Mobile. If the customer and T-Mobile find a joint solution in the talks held to clarify the issue, it will be recorded in a joint report; the solution found shall be deemed binding. If no joint solution can be found during such clarifying talks and if, subsequently, the managements of both parties are unable to find a joint solution either, both the customer and T-Mobile shall be entitled to bring the matter before the court of law which was agreed according to these GTC. T-Mobile shall notify the customer in writing of the result of the check of the bill for accuracy.

If the customer's objection was unjustified, T-Mobile may charge him statutory late payment interest from the due date stated on the bill. If the objection was justified and the customer had made a payment already, he shall be entitled to statutory interest on the amount paid in excess from the date of collection.

In the case of reconciliation proceedings before Rundfunk- und Telekom-Regulierungs-GmbH the due date of the amount in dispute shall be deferred until the dispute is settled.

### 23. Suspension of services

T-Mobile may refuse to provide services for the customer in whole or in part without granting any other grace period if and when:

- a. the customer's payments are late despite a reminder and a warning that services will be suspended and granting of a grace period of two (2) weeks,
- b. T-Mobile has well-founded reasons to fear that the customer's subscriber line is being misused (including with respect to the number and use of his eSIM profiles),
- c. there is a suspicion that the customer is violating laws (in particular criminal laws) or personal rights via services of T-Mobile,
- d. the customer fails to make his advance payment or to furnish security,
- e. T-Mobile is obliged to suspend the services due to contracts with roaming partners or due to a request from a competent public authority (in such a case T-Mobile shall endeavour to inform the customer of such suspension in a timely manner),
- f. the customer violates material provisions of this Contract with T-Mobile,
- g. the customer provides inaccurate or incomplete material data regarding his person or his creditworthiness,
- h. the customer deliberately refrains from informing T-Mobile of changes in his master data,
- i. the financial situation of the customer demonstrably deteriorates or threatens to deteriorate,
- j. there is a well-founded suspicion that the customer is misusing services, in particular with fraudulent intent, or tolerates such misuse by third parties,
- k. the customer fails to immediately remove disturbing or unapproved terminal equipment from the network termination point even though T-Mobile has asked him to do so (Section 32(1) TKG 2021) (disturbing terminal equipment means, in particular, equipment from which network activities

originate that jeopardise the security or operation of the network or which are harmful or a nuisance to other users),

- l. this is indispensable for carrying out work that is necessary for technical or operational reasons or to repair faults,
- m. the services of T-Mobile are distributed via unauthorised reselling.

T-Mobile will state the reasons for suspension upon written request. In the case of suspension for which the customer is responsible he shall bear the costs of the suspension and lifting of the same and any costs of repair incurred and shall be liable for damages, if any. Costs will depend on the hours worked by technical staff for suspension and lifting of the same, plus any expenses incurred.

The suspension will be lifted as soon as the prerequisites for the suspension have ceased and the customer has paid the costs incurred and other claims to which T-Mobile may be entitled or has furnished sufficient security.

If the suspension has been caused by culpable conduct for which the customer is responsible, the customer shall pay any and all charges before and after the suspension in the agreed manner, including, without limitation:

- a. his basic charges/package prices/minimum call charges and
- b. all charges actually incurred and
- c. a suspension charge.

At the customer's request T-Mobile will block access to premium rate services and services of third-party providers (e.g. 0900, 0930), roaming or GPRS for his subscriber line. If T-Mobile blocks such access at the customer's request, T-Mobile will charge the customer a processing fee. The amount charged will depend on the GTCP. The customer may have blocked access to premium rate services and/or services of third-party providers free of charge once a year.

T-Mobile reserves the right to charge a processing fee for removing a block if the block was well-founded or set at the customer's request. The amount of the processing fee can be seen from the GTCP.

### 24. Term of contract; Waiver of termination

Unless regulated otherwise in the customer's Contract, T-Mobile will conclude the Contract for an indefinite period of time. In addition, the individual terms agreed in the Contract shall apply to the contract term agreed therein. During the term of the Contract subscriber lines may be agreed at the individual terms agreed therein.

The minimum term of contract for each subscriber line shall commence upon activation of the relevant SIM card and/or eSIM profile. Unless otherwise regulated in the customer's Contract, every subscriber line (SIM and/or eSIM profile) will have an independent minimum term of contract of 24 months.

If a subscriber line (SIM or eSIM profile) is not terminated before the end of the minimum term of contract by giving three (3) months' notice, the minimum term of contract for that line shall be renewed automatically for another 12 months. Microenterprises or small enterprises (Section 4 No. 66 TKG 2021) or not-for-profit organisations may terminate the Contract by giving three months' notice only after making a waiver as defined in Section 135(5) in conjunction with Section 135(4) TKG 2021.

Notice may be given only with effect as of the end of the agreed minimum term of contract. The minimum term of contract of any subscriber line (SIM or eSIM profile) may also be renewed by subsequent measures, such as temporary deactivation of SIM cards and/or eSIM profiles, early price plan changes or registration of additional packages bound to the price plan, etc.

A price plan can be changed not earlier than three (3) months prior to the end of the minimum term of contract.

### 25. Deactivation

If the customer does not need one or more of his subscriber lines (SIM or eSIM profile) temporarily, he may deactivate those lines temporarily subject to the price plan selected by him. Temporary deactivation of lines (SIM and/or eSIM profile) is subject to a charge and offered as an option only. After reactivation of the relevant subscriber line (SIM or eSIM profile) the minimum term of contract remaining at the time of deactivation shall continue to run.

## 26. Termination of the contract

### 26.1. Termination by notice

Both the customer and T-Mobile may terminate a Contract which is subject to these General Terms and Conditions at any time as of the last day of any month by giving three (3) months' written notice. The Contract may provide for different provisions regarding termination. Notice of termination shall be duly signed. T-Mobile may request proof of the customer's power of representation.

If T-Mobile no longer offers the price plan or service chosen by the customer, T-Mobile will notify the customer in an appropriate manner of the fact that T-Mobile terminates the Contract three (3) months in advance. Microenterprises or small enterprises (Section 4 No. 66 *TKG* 2021) or not-for-profit organisations may terminate the Contract by giving three months' notice only after making a waiver as defined in Section 135(5) in conjunction with Section 135(4) *TKG* 2021.

If the customer does not select an alternative price plan or service, his Contract shall be considered terminated as of the time his price plan and/or service is discontinued.

If a Contract has been concluded for a minimum term of contract (waiver of termination), such Contract may be terminated with legal effect not earlier than as of the time of expiry of the minimum term of contract. A new minimum term of contract established by another waiver of termination shall commence on the first day of the subsequent month, but not earlier than on the first day of the month after expiry of a previously agreed minimum term of contract.

The agreed minimum term of contract (or period of waiver of termination) can be seen from:

- a. the registration form,
- b. the framework or standard contract,
- c. the renewal form or
- d. an individual agreement, if any.

If the contractual relationship is cancelled before readiness for operation for reasons for which T-Mobile is not responsible and if operation is not commenced for this reason, the fixed charges for twelve (12) months and all one-off charges incurred shall be payable. After commencement of operation the costs arising until the next possible termination date shall be payable in any case.

### 26.2. Termination by the customer for cause

The customer may terminate the Contract for cause:

- a. if T-Mobile fails to provide the service as contractually agreed for a period of two (2) weeks despite the customer's provable request to do so,
- b. if modifications of or amendments to the GTC or Terms and Conditions of Payment (GTCP and STCP) are not exclusively in favour of the customer (as defined in Section 135 *TKG* 2021) or
- c. for other important reasons (causes) which make continuation of the Contract unreasonable.

Termination by the customer for cause due to a modification of or amendment to the GTC or Terms and Conditions of Payment which is not exclusively in favour of the customer (as defined in Section 135 *TKG* 2021) requires no special form. The customer may give T-Mobile such notice of termination for cause in writing, in one of T-Mobile's shops or orally via the service line.

Modifications of or amendments to the GTC or the GTCP which are exclusively in the favour of the customer shall not entitle the customer to terminate the Contract for cause.

Modifications of or amendments to the GTC which are not exclusively in favour of the customer and are based on a regulation issued by the regulatory authority shall not entitle the customer to terminate the Contract for cause either.

If T-Mobile changes the GTC or GTCP not exclusively in favour of the customer, the customer shall be notified thereof in writing on the bill or in another appropriate form at least three (3) months before the change will enter into force. Such notification shall advise the customer that the Contract may be terminated free of charge until the date the changes enter into force, and the customer may

advise a preferred termination date (which shall not be after the date the changes enter into force). The customer may send such notice of termination for cause to T-Mobile in writing or state it and have it recorded in writing in one of T-Mobile's shops. If the Contract is not terminated, this shall be deemed consent to the changed GTC or Terms and Conditions of Payment (GTCP and STCP). The customer will be informed about this fact separately in the written notification as well. In that case no outstanding basic charges/package prices/minimum call charges that would be payable until expiry of the agreed minimum contract term will be charged.

The customer shall not be entitled to termination for cause in the case of a change of:

- a. company names of T-Mobile,
- b. trademarks/brand names of T-Mobile or
- c. the ownership structure of T-Mobile.

### 26.3. Package principle

A package consists of at least one internet access service or number-based interpersonal communication service and additional services or terminal equipment of T-Mobile (Section 136(1) *TKG* 2021). If the customer is entitled to terminate specific services or parts of a package for cause as defined in clause 26.2 first sub-item (a) of the GTC because T-Mobile does not comply with the contractual provisions or scope of services, the customer's right to termination for cause shall extend to all services and parts of the package.

### 26.4. Termination by T-Mobile for cause

T-Mobile may terminate the Contract for cause with immediate effect for the following reasons:

- a. in the case of natural persons: death or appointment of a trustee/guardian, dismissal of a petition for insolvency for lack of assets to cover the costs unless the customer furnishes reasonable security within two (2) weeks of T-Mobile's request (Section 25a *IO* shall remain unaffected thereby),
- b. in the case of legal persons: liquidation, opening of insolvency proceedings with no continuation of the business or dismissal of a petition for insolvency for lack of assets to cover the costs unless the customer furnishes reasonable security within two (2) weeks of T-Mobile's request,
- c. the customer violates material contractual obligations,
- d. the customer misuses the services, uses them in a harassing manner or with the intent to cause damage or harm; this shall also apply to third parties for whom he is liable,
- e. the customer violates contractual provisions which are intended to ensure continued functionality of the network or the services and serve protection of the rights of third parties,
- f. T-Mobile asks the customer to remove disturbing or unapproved terminal equipment from the network termination point and the customer fails to do so immediately although other users of the network or service are disturbed or persons are put in danger,
- g. the customer fails to fulfil an obligation to furnish security or to increase the security furnished,
- h. a material deterioration in the financial situation of the customer or the third party providing security for the customer, including but not limited to moratorium agreements, identification of a need for reorganisation of the customer's business by an auditor, statements to discontinue payments, production of a statement of all property before court, out-of-court composition proceedings, in each case with respect to the customer himself or any personally liable partner of the customer (Section 25a *IO* shall remain unaffected thereby),
- i. T-Mobile can no longer be expected to continue to provide the service for technical or operational reasons,

- j. the customer's payments are late despite a reminder and having been granted a grace period of two (2) weeks, or
- k. the customer makes available his subscriber lines to persons who do not belong to his business entity against payment or for commercial purposes.

#### 26.5. Consequences of termination

If the contractual relationship is terminated prior to expiry of the agreed minimum term of contract, T-Mobile will charge the customer all basic charges/package prices/minimum call charges outstanding until expiry of the agreed minimum contract term.

T-Mobile shall charge the customer no basic charges/package prices/minimum call charges payable until expiry of the agreed minimum contract term if there are legitimate reasons justifying termination of the Contract for cause by the customer.

If T-Mobile has granted the customer special contract terms, in particular a discount on the monthly basic charge, those terms shall no longer be applicable in the case of early termination of the Contract. In that case T-Mobile shall be entitled to charge the customer the basic charges for the remaining minimum contract term in accordance with the price plan and additional package selected by him. Furthermore, T-Mobile shall be entitled to invoice the following payments to the customer as compensation for the special benefits granted compared to contracts with no minimum term of contract.

Upon termination of the customer's Contract for whatever reason the customer shall, at T-Mobile's option, either keep ready for collection all hardware to which T-Mobile holds title or return the same to the place of delivery in Austria advised by T-Mobile. If the customer delays the return, he shall pay a reasonable usage charge until actual return without prejudice to any other claims.

#### 26.6. Compensation payment

In the case that the customer is entitled to terminate the Contract for any of the causes described in clause 26.2 of the GTC prior to expiry of the agreed minimum term of contract and the customer decides to keep terminal equipment provided to him, if any, T-Mobile may charge a compensation payment. The amount of the compensation payment shall be calculated according to the calculation formula described in Section 135(13) *TKG 2021* and is presented to the customer in the form of a table in his Contract. T-Mobile expressly reserves the right to demand compensation from the customer in the amount of the contractually agreed compensation payment for terminal equipment returned by the customer that is severely damaged due to improper use. This in no case applies to normal wear and tear.

#### 27. Warranty

Any warranty claims of the customer shall be subject to the statutory provisions. T-Mobile shall primarily fulfil warranty claims by improvement or replacement of the defective item. T-Mobile shall only be under an obligation to fulfil warranty claims if the defect was notified in writing within a reasonable period of time after delivery.

Moreover, entrepreneurs must at all times prove that the services rendered have already been defective at the time of delivery. If and to the extent that the customer himself or a third party maintains or modifies TC equipment or systems without T-Mobile's written approval and the defect is caused thereby warranty claims shall be excluded.

If T-Mobile starts work for the customer due to alleged defects reported by him and it turns out that there is no defect or that the customer is responsible for the defect, the customer shall reimburse T-Mobile the expenses incurred.

#### 28. Liability

The customer's and T-Mobile's claims for damages shall be subject to the statutory provisions.

T-Mobile shall not be liable for content, accuracy or completeness of data, messages or information received, transmitted or disseminated or made available by use of the services provided by T-Mobile. T-Mobile operates the services carefully and reliably. Nevertheless, there may be unavoidable events for which T-Mobile is not responsible or maintenance work that is necessary for operational reasons which may lead to unavoidable disruptions during the provision of services by T-Mobile. However, T-Mobile shall endeavour to repair faults or disruptions as quickly as possible.

T-Mobile shall be liable vis-à-vis entrepreneurs only for damage caused by wilful intent or gross negligence; liability for slight negligence shall be excluded, except for personal injuries.

T-Mobile shall not be liable for indirect damages, lost profit, damages based on third-party claims or mere pecuniary damages.

In the case that one and the same harmful event simultaneously causes damage to several customers, T-Mobile's liability vis-à-vis entrepreneurs shall be limited to EUR 7,000 vis-à-vis one party harmed or to EUR 700,000 vis-à-vis all parties harmed. If the total loss or damage exceeds an amount of EUR 700,000, the claims for damages of each party harmed shall be reduced pro rata.

T-Mobile shall not be liable for damage caused by:

- a. force majeure (e.g. fire or water damage, direct or indirect lightning),
- b. interferences by equipment connected by the customer,
- c. actions of third parties who are not attributable to T-Mobile,
- d. network failure that is not attributable to T-Mobile,
- e. loss, theft or unauthorised use or
- f. unavoidable business interruptions which are required to do work that is necessary for operation or to avoid faults of the network or which are attributable to unavoidable events for which T-Mobile is not responsible.

The customer shall be liable vis-à-vis T-Mobile for any damage caused by loss of or damage to or provision of hardware to third parties.

The customer shall exclusively be responsible for the contents of data, messages or information provided, disseminated, transmitted, received or made accessible by the customer. The same shall apply accordingly to all persons who the customer allows to use the services.

Content of data, messages or information provided, disseminated, transmitted and received or made accessible and with respect to the dissemination of messages itself (Section 174 *TKG 2021*) is subject to statutory restrictions (the Austrian Criminal Code [*StGB*], the Austrian Pornography Act [*Pornographiegesetz*], the Austrian National Socialism Prohibition Act [*Verbotsgesetz*], the Austrian E-Commerce Act [*E-Commerce-Gesetz*], *TKG 2021*, etc.) and the customer agrees to comply with the same. If the customer violates statutory provisions by using services, he shall indemnify and hold harmless T-Mobile in this respect.

If the customer uses services to provide data for retrieval by third parties, he will be considered a media owner as defined in the Austrian Media Act [*Mediengesetz/MedienG*]. He shall fully indemnify T-Mobile against any damage caused by data disseminated by him, in particular in connection with media content related offences or third-party claims for damages under media law.

The customer shall keep secret his access data to T-Mobile's self-administration tool and his customer password and shall be liable for any unauthorised use or misuse of such access data, provided that the customer is responsible for it. The customer is required to immediately notify T-Mobile in the case of suspected misuse of his access data.

#### 29. Dispute resolution

Notwithstanding the jurisdiction of the courts of law the customer may present disputes and complaints to the Conciliation Board of Rundfunk und Telekom Regulierungs-GmbH, 1060 Vienna, Mariahilfer Strasse 77-79, (RTR-GmbH, www.rtr.at) within one year of initial lodging of a written complaint (Section 205(1)

TKG 2021). This shall in particular apply in the case of alleged defects in the quality of T-Mobile's service, claims under the universal service, an alleged violation of TKG 2021, a regulation or official decision issued on the basis of TKG 2021 or disputes over payments. The proceedings before the regulatory authority shall be conducted in accordance with the guidelines applicable from time to time, which are published by the regulatory authority on the above-mentioned website.

Procedural rules and the required forms can be found at [www.rtr.at](http://www.rtr.at). The customer shall bear the costs of his legal counsel himself.

### 30. Data protection is important to T-Mobile

Protecting customer data is a priority of T-Mobile. Customers can find detailed information thereon in the Data Protection Provisions ("DPP"), which are available at [magenta.at/agb](http://magenta.at/agb).

### 31. Who may the customer contact for questions?

For questions regarding products of T-Mobile or information in the case of faults the customer may contact T-Mobile's Business Serviceline at +43 676/20333. Customers can find other numbers for questions or requests at [magenta.at/service](http://magenta.at/service). In addition, the customer may contact T-Mobile via the contact form at [magenta.at/service](http://magenta.at/service) and by letter to the following P.O. Box: Magenta P.O. Box: T-Mobile Austria GmbH, P.O. Box 676, 1030 Vienna Web ELC: Z-Code Z985675

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

### 32. Applicable law; Place of performance; Place of jurisdiction

Austrian law shall apply. The conflict of laws rules of private international law and UN Sales Law shall not be applicable. The place of performance shall be Vienna. All claims arising out of this contractual relationship with T-Mobile shall exclusively be decided by the court at T-Mobile's registered office in Vienna which has jurisdiction over commercial matters.

### 33. Final provisions

Any restructuring or occurrence of legal succession or change of name of T-Mobile or customers shall not affect the Contract.

If any provisions of these Special Terms and Conditions of Contract are or become ineffective, they shall be re-interpreted and/or amended to the effect that the financial purpose of the provision concerned will be achieved to the greatest extent possible. The validity of the remaining provisions shall not be affected thereby.

Claims vis-à-vis T-Mobile on account of mistake or the principle of *laesio enormis* [translator's note: under the *laesio enormis* doctrine a contract may be challenged based on the argument that the value of the item delivered is less than 50% of the consideration paid] shall be excluded.

This contract may only be amended in writing, including the requirement of written form. No oral side agreements exist.

#### I. Special Regulations on Installation and Operation of Virtual Private Networks (VPN)

The Special Regulations on Installation and Operation of VPN shall apply to customers who make use of the VPN service.

### 34. Virtual Private Network - VPN

On the basis of an agreement T-Mobile will install and operate a virtual private network ("Virtual Private Network - VPN") for the customer, in which mobile terminal equipment (mobile phones, mobile fax terminals and data terminals) are combined to form a unit in T-Mobile's telephone network by means of intelligent

network technology. The customer will be given a uniform private numbering plan. The customer's staff can thus be reached via speed dial numbers within the VPN. For detailed information on the functioning of the VPN product please see the "VPN Professional Service Specifications".

#### 32.1. Definitions

##### 32.1.1. VPN holder

Under their mobile communication contract ("VPN Contract") VPN holders may use a main number and the related released extensions. The VPN main number shall be the first few digits of the subscriber numbers integrated into the VPN, which are uniform for the customer's entire VPN.

##### 32.1.2. VPN number

The VPN number itself, consisting of the main number and an extension, shall be the virtual number for provision of the VPN service. If the subscriber number is sent when making a call, the virtual VPN number will be displayed to the person called. Porting to another service provider may be effected only for the entire VPN and not for specific VPN numbers only. For technical reasons every VPN number is based on a seven-digit subscriber number (MSISDN); those seven-digit subscriber numbers may also be ported individually.

If the complete VPN is exported, T-Mobile will allocate replacement subscriber lines to the VPN holder for the remaining term of his contractual relationship free of charge. In principle, VPN functionalities will be maintained, however, only the MSISDN will be displayed with outgoing calls.

Without the separate consent of a user having separate payment and contract responsibility, the VPN holder shall not be entitled to port the user's MSISDN to another provider. The VPN holder shall obtain such consent in advance and confirm the existence of such consent by ordering the porting.

##### 32.1.3. Bill splitting

The Contract between T-Mobile and the VPN holder may provide for separate billing of business calls and private calls ("Bill Splitting Functionality"). Private calls may then be directly billed to the users of the subscriber lines. There is a separate Contract between the user and T-Mobile concerning private use.

A VPN user with Bill Splitting Functionality may transfer the MSISDN he uses (the number on which the VPN number is based) to a separate contractual relationship only if the VPN holder gives his consent in the course of a transfer of the Contract.

##### 32.1.4. Contracts with users having separate contract and payment responsibility (Business Member)

The subscriber lines of users having separate contract and payment responsibility are integrated into the VPN of the VPN holder but the users have concluded separate mobile communication contracts with T-Mobile. At the request of the VPN holder users having separate payment and contract responsibility shall withdraw from the VPN. Users having separate contract and payment responsibility shall have no separate right to use the VPN number allocated to them. If users having separate payment and contract responsibility withdraw from the VPN holder's VPN, they will lose the possibility to use the VPN number allocated to them for the term of their participation in the VPN. If a user having separate contract and payment responsibility wishes to transfer his MSISDN (the subscriber number underlying the VPN number) to a separate contractual relationship, the consent of the VPN holder shall not be required.