

Deutsche Telekom

Exploitation Rights for the RCS Service

1 General

The RCS Service will be provided by the Germany-based Deutsche Telekom AG (hereinafter referred to as Deutsche Telekom), Friedrich-Ebert-Allee 140 , 53113 Bonn, district court Bonn HRB6794, for customers of T-Mobile Austria GmbH (hereinafter referred to as Magenta, whose registered office is in Rennweg 97-99, 1030 Vienna. Deutsche Telekom AG is the only contractual partner of the RCS-Subscribers and only the Deutsche Telekom AG is responsible for the RCS Service. By using the RCS Service from Deutsche Telekom, you acknowledge that you have read, understood and agree to these exploitation rights.

2 Description of the RCS Service

The RCS Service is based on the RCS (Rich Communication Suite) standard, IP based communication services specified by the GSMA (Global System for Mobile Communications Association).

The RCS Service enables sending and receiving text messages and sharing files with a size up to 100 Mbytes (such as photos, video and audio files, vCards, and locations).

The RCS Service allows you to see, who is writing a message and when a message is sent, delivered (for all messages) and read (for RCS chat messages).

If you and your contacts own RCS compatible clients and have enabled data usage, RCS chat messages and files will be sent over the Internet. Otherwise, messages and files will be sent via SMS and MMS.

Group chat works with up to 100 participants, who have enabled RCS.

You are responsible for the content of your messages. Therefore, it is your responsibility to ensure that the content of your communication through RCS correspond to the applicable laws. In particular, you have to ensure that the content of your messages is not harmful or offensive or objectionable.

3 RCS Service conditions

The RCS services can only be used where the relevant services are supported by the participating devices and networks.

RCS further requires the availability of an internet connection, either WiFi or a mobile network.

In case that a customer, using the RCS service, sends a text message via the standard messaging application of the device to another user of the electronic communication services who is not using the RCS Service or has not used the RCS Service for a longer period of time, such message may be delivered to such other user in form of an SMS. Some devices will send an SMS after 5 minutes in case the Chat Message could not be delivered.

If a customer using the RCS Service sends a text message with picture or other data content to other user of the electronic communication services who is not using the RCS Service or has not used the RCS Service for a longer period of time, such message may be, depending on type of mobile phone, delivered to such user in form of MMS.

Sending of such messages SMS/MMS may be charged in accordance with the pricelist depending on a tariff model activated on the SIM card.

The RCS services can be used only among customers using the RCS Service or customers of other operators which are offering a similar service in line with the RCS standard and are interconnected with the RCS service.

4 Data Privacy

4.1 General

Deutsche Telekom AG and Magenta attaches great importance to protecting your personal data. We always inform you what personal data we collect, how your data is used, and how you can influence the process.

4.2 Where can I find the information that is important to me?

Current document provides information that are related to the processing of your privacy data during the provision of RCS Service. Further information, including information on data protection for specific products, is available at <https://www.telekom.com/en/corporate-responsibility/data-protection-data-security/data-protection> and <https://www.telekom.com/en/deutsche-telekom/privacy-policy-1744>.

4.3 Who is responsible for data processing? Who should I contact if I have any queries regarding data privacy at Deutsche Telekom?

Deutsche Telekom AG (hereinafter referred to as Deutsche Telekom), Friedrich-Ebert-Allee 140, 53113 Bonn acts as the data controller. If you have any queries, please contact our Customer Services department or the Group Data Privacy Officer, Dr. Claus D. Ulmer, Friedrich-Ebert-Allee 140, 53113 Bonn, Germany datenschutz@telekom.de.

4.4 What rights do I have?

You have the right

- a) To request information on the categories of personal data concerned, the purpose of the processing, any recipients of the data, the envisaged storage period (Art. 15 GDPR);
- b) To request incorrect or incomplete data is rectified or supplemented (Art. 16 GDPR);
- c) To withdraw consent at any time with effect for the future (Art. 7 (3) GDPR);
- d) To object to the processing of data on the grounds of legitimate interests, for reasons relating to your particular situation (Art 21 (1) GDPR);
- e) To request the erasure of data in certain cases under Art. 17 GDPR – especially if the data is no longer necessary in relation to the purposes for which it was collected or is unlawfully processed, or you withdraw your consent according to (c) above or objected according to (d) above;
- f) To demand under certain circumstances the restriction of data where erasure is not possible, or the erasure obligation is disputed (Art. 18 GDPR);
- g) To data portability, i.e. you can receive your data which you provided to us, in a commonly used and machine-readable format, such as CSV and can, where necessary, transmit the data to others (Art. 20 GDPR);
- h) To file a complaint with the competent supervisory authority regarding data processing (for telecommunications contracts: the German Federal Commissioner for Data Protection and Freedom of Information (Bundesbeauftragte für den Datenschutz und die Informationsfreiheit); for any other matters: State Commissioner for Data Protection and Freedom of Information North Rhine-Westphalia (Landesbeauftragter für den Datenschutz und die Informationsfreiheit Nordrhein-Westfalen).

4.5 Who does Deutsche Telekom pass my data on to?

To processors, i.e. companies we engage to process data within the legally defined scope, Art. 28 GDPR (service providers, agents). In this case, Deutsche Telekom also remains responsible for protecting your data. We engage companies particularly in the following areas: IT, sales, marketing, finance, consulting, customer services, HR, logistics, printing.

To cooperation partners who, on their own responsibility, provide services for you or in conjunction with your Deutsche Telekom contract. This is the case if you contract with us services from these partners or if you consent to the incorporation of the partner or if we incorporate the partner on the basis of legal permission.

Owing to legal obligations: In certain cases, we are legally obliged to transfer certain data to the requesting state authority.

4.6 Where is my data processed?

In general, your data is processed in Belgium and in other European countries.

If your data is also processed in countries outside the European Union (i.e. in third countries) by way of exception, this is done only if you have explicitly given your consent or it is required so we can provide you with services or it is prescribed by law (Art. 49 GDPR). Furthermore, your data is only processed in third countries if certain measures ensure a suitable level of data protection (e.g. EU Commission's adequacy decision or suitable guarantees, Art. 44 ff. GDPR).

<https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2010:039:0005:0018:EN:PDF>

4.7 Is my data secured?

We have taken extensive technical and operational precautions to protect your data against unauthorized access and misuse. The RCS - Service can be used over mobile network or WiFi. In both cases the transmission of data (text messages, images and other file formats) is encrypted.

4.8 What data is recorded, how is it used and how long is it stored?

a) To provide the agreed services:

- At registration: To register for the service the MSISDN is used. A mobile phone with a preinstalled RCS solution (embedded within the messaging client of the device, automatically retrieves the MSISDN from the network. This data is required for communication with other users and is stored on our servers as long as the service is used. If the service is not used for a period of 31 days data is deleted.
- When using RCS enabled messaging client: When you use the client, our web servers temporarily record the IP address of your computer and other technical features such as the requested URL and file name. This data is deleted after each Internet session is concluded.
- Other: During the registration process cookies are used. This ensures that the right device is sending the pass code which you receive via SMS back to the system. During usage of the RCS - Service the Smartphone checks the contacts stored in your address book whether they are supporting RCS - Service. A request is sent to the smartphone of your contact and if it is an RCS capable device it answers as such. The result will be stored locally on your device. Some devices / clients are indicating this with an icon in your contacts. Different from the other messenger we neither store the result of your request nor copy and store your address book to our server.

In case a RCS - Service is used it will be checked in real time which services are supported by your communication partner.

- Other personal details such as your name, address or e-mail address will not be recorded.

b) When will my registration data being deleted?

- If you use a downloadable app, and then remove it, the service platform stores your registration for 31 days. After this period, we will delete it automatically.
- If you are not connected to RCS - Service for 31 days, regardless of using the application only or the device preinstalled with the RCS - Service.
- If you terminate the mobile phone contract with your service provider.

4.9 Will my location data be saved?

- Your location will only be used (or collected) if you have explicitly given your consent and you request a localization through the messaging client, e. g. want to send it in a message to a friend.
- You can do this either when you install a downloaded RCS app or later in the settings on your device. You can revoke this consent again at any time in the settings on your device.

5 Charging

Access to RCS Service will not be charged by Deutsche Telekom. However, costs may incur while using the service (e.g. costs resulting from your data tariff plan, or SMS/MMS charging in case RCS chat messages and files are not sent over the Internet, as agreed with your network provider).

6 Deactivation of the service

You can deactivate the RCS Service at any time within your Messaging client of your device. Please also delete the App in case you have downloaded an app. Deutsche Telekom shall be entitled to interrupt access to the RCS Service at any time without any additional explanation.

7 Closing provisions

As far as legal provisions of Croatia and / or mandatory consumer protection laws of the European Union do not preclude, German law is applied to the contract for the use of the RCS service.

8 Binding version

These Exploitation Rights for the RCS Service shall be executed in the Croatian and English language. In case of a conflict between the English version and any translated version of these Exploitation Rights for the RCS Service, the English language version shall prevail.

Deutsche Telekom AG

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