

Special Terms and Conditions of Business for telegra VoiceCall of telegra GmbH

1 Contracting parties

The contracting parties are telegra GmbH (telegra) and the customer.

2 Subject of contract

2.1 The following Special Terms and Conditions of Business (Special Terms and Conditions – “BGB”) in conjunction with the Telecommunications Act (TKG) regulate the contractual relationship established between telegra and the customer for the termination of calls. These regulations supplement the General Terms and Conditions (“AGB”) of telegra and shall take precedence in the event of conflicting regulations. The Customer expressly acknowledges the General Terms and Conditions and the Special Terms and Conditions applicable when the contract is concluded and when placing an order for the product telegra VoiceCall.

2.2 The subject of these Special Terms and Conditions is the service telegra VoiceCall National and International, i. e. the termination of voice traffic (connections) of the customer to destinations in public national and international fixed and mobile networks.

3 Coming into force of the contract

3.1 telegra VoiceCall is regularly used by customers in combination with other services (telegra ACD, telegra FON PRO, telegra LocalCall etc.) and is co-ordered in the context of the relevant commission. Nevertheless, the contract shall only come into force on special written confirmation of the customer’s VoiceCall contract by telegra, but no later than the first time the termination service is provided by telegra.

4 Services of telegra

4.1 The service of telegra shall be carried out within the framework of its existing technical and operational capabilities as well as the relevant statutory and regulatory

provisions and the national and cross-border interconnection regime.

4.2 The service involves the termination of incoming and outgoing calls to destinations specified by the customer on national and international fixed and mobile networks via telecommunication networks of third parties.

4.3 The service is made up of the connection established via the signalling channel and the through-connection and maintenance of the service channel to the destination port, which may be a physical telephone number or an IP destination.

5 Applicable prices

5.1 The prices for the telegra VoiceCall National service, i. e., termination on national fixed and mobile networks, shall be governed by the prices agreed in each case between telegra and the customer.

5.2 The prices for the telegra VoiceCall International service, i. e., termination on foreign fixed and mobile networks, unless individual customer price agreements exist, shall be governed according to the standard prices at the time of the service published on a daily basis on the intranet via the telegra CONTROL service portal. The customer undertakes to keep itself informed about this independently. The prices are net prices, plus value-added tax at the applicable statutory rate.

5.3 The billing of the service to the customer shall be in EURO in each case. If inpayments are made via a foreign account, the customer shall bear any resulting bank charges and expenses.

6 Price changes

6.1 Changes in telegra VoiceCall National prices. The general provisions in the General Terms and Conditions shall apply to any changes in termination prices for national destinations.

6.2 Changes in telegra VoiceCall International prices. As a deviation from the provisions in the General Terms and Conditions, telegra shall exceptionally be entitled, in view of price adjustments for the services concerned here even at short notice and within the month in this upstream service relationship, to change the future standard prices for termination abroad at any time, without giving a period of notice. No separate written notice of price changes made will be sent. The customer shall be responsible for

keeping itself informed of the prices applicable at the time of the termination via the telegra CONTROL service portal on the intranet.

6.3 Change in the telegra VoiceCall International prices agreed individually with the customer. Given the problems outlined in point 6.2, as a deviation from the General Terms and Conditions, telegra shall also exceptionally be entitled to adjust prices agreed individually with the customer for the termination service to international destinations at any time for the future, without giving a special period of notice. However, the customer shall be notified of the new prices for the agreed special destinations at least seven days in advance. If after receiving the new prices, the service termination or VoiceCall International is used from the customer's connection, this shall be considered as the customer's consent. The customer shall be expressly informed of this when the new prices are notified.

7 Selection of termination carriers and warranty

telegra shall not provide any guarantee for the unrestricted permanent accessibility of individual foreign destinations and individual countries as a whole due to the still existing uncertainties in cross-border telephone traffic with different network operators involved. The decision on the carrier via which termination will take place shall be made by telegra solely within its business operations. telegra does not grant the customer the right to the use of certain carriers for the purpose of termination, unless the use of certain carriers has been expressly agreed between the parties beforehand.

8 Duties of the customer

8.1 The customer undertakes to pay the fees due to telegra from the contractual relationship when these fall due.

8.2 In addition, the customer shall comply with the currently valid legal and regulatory requirements, in particular in connection with the use of call numbers.

8.3 The Customer undertakes not to misuse the services of the telegra VoiceCall product. The customer shall in particular:

a. not send any information, items and other services that are legally prohibited or unsolicited, such as unwanted

and unsolicited advertising by e-mail, fax, telephone or SMS, or dialler programmes which do not comply with the law;

b. not make any illegal contact by means of telecommunications resources (§ 238 German Criminal Code (StGB));

c. not transmit any information with illegal or immoral content or put it on the Internet or draw attention to such content. This includes, in particular, content which, as defined in §§ 130, 130a and 131 of the German Criminal Code, is used for the purposes of incitement, encourages crime or glorifies violence or trivialises violence, is sexually offensive, is pornographic within the meaning of § 184 of the German Criminal Code, is likely to seriously endanger the morals of children or young persons or to impair their well-being, or is likely to damage the reputation of telegra. The provisions of the German Interstate Treaty on the Protection of Minors from Harmful Media and the Youth Protection Act shall be observed;

d. only use the services to create connections it has selected itself;

e. not create any connections which lead to payments or other considerations by third parties being made to the customer;

f. not pass on any connections or provide any interconnection services for commercial purposes.

8.4 The customer shall be further obliged, on placing the order, to provide telegra with truthful information about the expected volume of traffic, type of traffic and the traffic distribution (forecast) as a business basis for the contract to be concluded on this basis, and to update this information truthfully if this is necessary in the subsequent period. Actions in which it is expected that the call volume will exceed that of the forecast shall be agreed with telegra at least two weeks before the action and shall be confirmed in writing by telegra. Processing an unexpectedly high call volume can only be ensured by telegra if this has been previously agreed and confirmed in writing accordingly. In all other cases, telegra shall not guarantee that all the calls transferred by the interconnection partner can be accepted by the platform (IVR).

8.5 The responsibility for contents to which telegra conveys access or the provision of which it makes possible shall be borne exclusively by the customer.

8.6 telegra reserves the right, in the interests of the customer, other customers and third parties, to block individual call numbers, groups of call numbers, destination countries or A-subscriber call numbers in order to protect

against misuse or for reasons of consumer protection. telegra shall make available a list of all the specific blocks or restrictions on request, insofar as these have been established.

8.7 telegra shall be entitled, irrespective of the provisions of § 45o of the German Telecommunications Act (TKG), to block the respective services at the expense of the customer in cases of serious breaches of the obligations incumbent upon the customer, as well as in cases of reasonable significant suspicions of a breach of the obligations laid down in these Special Terms and Conditions. The customer shall in this case remain under an obligation to continued payment of the monthly prices.

8.8 The customer shall indemnify telegra from all claims by third parties that are based on an unlawful use of the services of telegra by the customer or which are carried out with its approval, or that arise in particular from data protection, copyright or other legal disputes which are associated with the use of the telegra VoiceCall product. If the customer realises that a violation is imminent or if it should recognise this, it shall be obliged to inform telegra of this without delay.

9 Prohibition of transfer to third parties

9.1 The services provided by telegra may not be made over by the customer for use by third parties for commercial purposes without the consent of telegra.

9.2 The customer undertakes to pay the agreed charges for the termination even if these have arisen from authorised or unauthorised use by third parties, if and insofar as it is responsible for such use. The customer shall in particular be responsible if a third party, whether authorised or unauthorised, has obtained access to the telegra telephony service through the access data made over to the third party, and given rise to the charges (misuse of authorisation data). The same shall apply if the charges were caused by unauthorised third parties (e. g. hackers) through the network infrastructure (LAN) which falls under the exclusive responsibility of the customer.

10 Blocking access to the public telecommunications network

10.1 telegra shall be entitled to prohibit the use of the termination service by the customer fully or partially (block),

- a. if the customer is in arrears with payment obligations in respect of telegra totalling not less than 75 euros after deduction of any down payments;
- b. as soon as the termination of the contract takes effect, or
- c. if, because of a particular increase in calls in comparison with the previous six billing periods processed, the amount of telegra's claim for charges rises significantly and facts justify the assumption that the customer will complain about this demand for payment.

10.2 In the event that the customer falls into arrears with payment, the block shall be notified to him in writing, giving a period of notice of at least two weeks, with a simultaneous warning and indication of the possibility of legal protection before the ordinary courts. The customer shall remain under an obligation to continued payment of the monthly fees even after the block has been set in place.

11 Term of the contract and termination

11.1 The telegra VoiceCall contract is concluded for an indefinite period.

11.2 Insofar as there are no other agreements, either party may terminate the contractual relationship for the telegra VoiceCall product by giving a notice period of 1 month to the end of the month.

11.3 The right to extraordinary termination shall remain unaffected by this regulation. telegra shall especially be entitled to terminate the contract for good cause in the event of abusive use of the services by the customer (also applicable in the event of a contravention of point 8.3) or if they are used in breach of the penal provisions.

11.4 telegra shall also be entitled to terminate the contract without observing a period of notice if the customer is in arrears with the payment of the fees, or a not insignificant proportion of the fees for two consecutive months or, in a longer period of time, for a sum amounting to the monthly price for two months.

11.5 Termination shall be made in writing.

12 Final provisions

12.1 The customer may institute arbitration proceedings in a dispute with telegra as to whether telegra has fulfilled the obligations towards the customer as provided for in §§ 43a, 45 to 46 para. 2 and § 84 of the German Telecommunications Act (TKG) by an application to the Federal Network Agency. Applications to the Board of Arbitration of the Federal Network Agency may be submitted electronically in the online process or in writing by letter or fax. The Rules of Procedure may be obtained from the Federal Network Agency or on <http://www.bundesnetzagentur.de>.

12.2 If one or more of the conditions listed in these Special Terms and Conditions are ineffective based on the legal provisions, the effectiveness of the remaining conditions shall not be impaired. The parties undertake to replace the ineffective conditions by conditions equivalent to them in their economic result.