

General Terms and Conditions of TeleData GmbH

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Part A: General provisions

§ 1 Scope

1. TeleData GmbH, Kornblumenstraße 7, D-88046 Friedrichshafen, Register Court Ulm Local Court, HRB 631529, (hereinafter referred to as „TeleData“) provide their telecommunications services to the customer on the basis of these General Terms and Conditions (GTC). These Terms and Conditions apply to all contracts between TeleData and the customer, in particular, but not exclusively, to contracts for Internet services, DSL/FTTH products, voice communication (VoIP), provision of transmission paths, retransmission of broadcasting signals and services. They also apply to related information, consulting services, additional services and troubleshooting.
2. The relevant product-specific service descriptions are part of the contract. Insofar as the provisions in the service descriptions differ from these General Terms and Conditions, the service descriptions take precedence.
3. Deviating, conflicting or supplementary General Terms and Conditions of the customer shall not, even with knowledge thereof, become an integral part of the contract unless their validity has been expressly approved in writing by TeleData.
4. TeleData may change the contract with the customer and these General Terms and Conditions including the provisions regarding services and rates (hereinafter collectively referred to as „contractual agreements“) in accordance with the following provisions.
 - a. TeleData may particularly change the contractual agreements if the legal standards applicable to the provision of the services, in particular, but not exclusively, the Telecommunications Act (TKG) and the regulations based on it, change in such a way that an adjustment of the contractual agreements becomes necessary. In addition, TeleData may change the contractual agreements if this becomes necessary from a technical or calculative point of view due to changes in the market conditions that were not foreseeable when the contract was concluded and, if failure to include them would noticeably impair the equity of the agreement. Charges can only be increased to compensate for increased costs arising because third parties from whom TeleData obtain wholesale services in order to provide their own contractual services (e.g. for network access, for network interconnection or for services from other providers to which customers are granted access by TeleData) increase the charges for these wholesale services. A change will only be made if

this does not affect essential contractual provisions (in particular the type and scope of the services, contract period, periods of notice). TeleData will only compensate for the changes without gaining any further advantage. TeleData will pass on cost reductions to customers to the same extent and according to the same standards as cost increases (equivalence). Increases in a cost type are only considered to the extent that a price increase is not compensated for by any declining costs in other areas.

- b. All changes will be communicated to the customer in writing or in text form. The individual changes will be brought individually to the attention of the customer in the notification and, unless a later date is expressly specified, come into force one month after the notification. If the changes are to the disadvantage of the customer, the changes are deemed to have been approved by the customer if the customer does not object to any or all changes in text form. The objection must be received by TeleData within one month after receipt of the notification. TeleData will refer to these consequences separately in the notification. In the event of an adjustment to mandatory law, an adjustment to the legal framework mentioned in lit a. sentence 1 shall not be considered as a change to the disadvantage of the customer. The same applies to an adjustment due to an increase in the statutory VAT rate. In the event of an objection in due form and time, the contract will be continued on the basis of the existing conditions.
5. In addition to these General Terms and Conditions, the Telecommunications Act (TKG), the ordinances on the TKG, the Broadcasting Treaty (RStV) and/or other mandatory statutory provisions also apply if not expressly referred to.

§ 2 Definitions

Pursuant to these GTC,

- c. "network termination units" are units used to provide the user with the service of the communication path;
- d. "point of use" is the point where the customer operates the terminal devices;
- e. "broadband connection" is the connection to the TeleData network, which is realized using fibre optic or coaxial cables;
- f. "broadband network" is the fibre optic or coaxial cable network of TeleData
- g. "customer" is both a consumer and a entrepreneur;
- h. "transfer point" means the point where the risk is transferred from TeleData to the customer;
- i. "transmission paths" are telecommunications systems in the form of cable or radio connections with their transmission equipment as point-to-point or point-to-multipoint connections with a certain information throughput capacity (bandwidth or bit rate) including their termination units (§ 3 No. 27 Telecommunications Act TKG);
- j. "entrepreneur" means any natural or legal person or a legal partnership who, when concluding a legal transaction with TeleData, acts in exercise of their commercial or independent professional activity (§ 14 BGB);
- k. "consumer" means any natural person who concludes a legal transaction with TeleData for a purpose, which can be attributed neither to their commercial nor their personal professional activity (§ 13 BGB).

§ 3 Conclusion of contract

1. The presentation of the services on the TeleData website or in printed product information does not constitute a legally binding offer from TeleData, but merely an invitation to order.
2. The contract is concluded in accordance with the provisions set forth in individual contracts by signature of both parties or after the customer's order with a written order confirmation from TeleData. An order as defined above also exists if the customer clicks the button [order for a fee] in the TeleData web shop. TeleData reserves the right to confirm orders placed in this way not in writing, but by email in text form to the email address specified by the customer in the web shop. In this case, the contract is concluded upon receipt of this order confirmation, not upon receipt of the legally required confirmation of receipt. The contract text is not saved when placing an order in the TeleData web shop and can no longer be called up by the customer after completing the ordering process. However, the customer can print out the order data immediately after sending.
3. The customer is bound to his order for a period of four (4) weeks because TeleData must first check the contract requirements, in particular the technical availability of the subscriber line. The contract is also concluded when TeleData start to provide the ordered service, for example by activating it or by transmitting the access data.
4. If there are reasonable doubts as to the customer's creditworthiness, TeleData may refuse to accept the customer's application or make it dependent on the provision of an adequate security in the form of an interest-bearing deposit or a guarantee from an EU-based credit institution.
5. **Right of Cancellation**
If you as a consumer (private customer) conclude a contract with TeleData away from business premises or as part of distance selling in accordance with § 312g BGB, you have the following statutory right of cancellation:

Notice of cancellation

Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day of contract conclusion.

To exercise your right of cancellation, you should inform us (TeleData GmbH, Kornblumenstr. 7, 88046 Friedrichshafen, phone no.: 0800 5007 100, telefax-no.: 07541 5007-110, e-mail: info@teledata.de) by a clear statement (e.g. a letter sent by post, fax or e-mail) about your decision to cancel this contract.

You can use the attached sample withdrawal form, but this is not mandatory.

To observe the cancellation period, it is sufficient to send your notification regarding the exercise of the right of cancellation before the cancellation period has expired.

Consequences of cancellation

If you cancel this contract, we shall refund you all payments received, including delivery costs (with the exception of the additional costs resulting from the fact that you chose a different method of delivery than the cheapest standard delivery offered by us) without delay and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this refund, we will use the same method of payment that you used in the original transaction, unless

otherwise expressly agreed with you; under no circumstances, you will you charged any fees for this refund.

Goods (e.g. hardware) that you have received from us in connection with the contract must be returned or handed over to us immediately and in any event no later than fourteen days from the day on which you informed us of the cancellation of this contract. The deadline is met if you send off the goods before expiry of the period of fourteen days.

You will bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss of value results from the handling other than what is necessary to ascertain the nature, properties and functioning of the goods.

If you have requested that the services should start during the cancellation period, you have to pay us a reasonable amount which is the proportion of the services already rendered up to the point in time when you inform us of the exercise of the right of cancellation with regard to the overall scope of services provided in the contract.

End of notice of cancellation

6. If a consumer orders telecommunications services electronically, TeleData will immediately confirm receipt of the order. The confirmation of receipt does not constitute a binding acceptance of the order. The confirmation of receipt can be combined with the declaration of acceptance.

§ 4 Use of property

1. The contract between TeleData and the customer can be terminated by TeleData without notice if the customer does not provide, upon request of TeleData, an application of the party holding real rights (e.g. the property owner) to conclude a contract to use the property according to the official model of a contract of use according to the attachment to § 45a TKG (Telecommunications Act) or the party holding real rights terminates the contract of use.
2. If the application was submitted on time and a previous contract of use has not been terminated, the customer has the right to terminate the contract with TeleData without notice if TeleData does not accept the application of the party holding real rights to conclude a usage contract within one month by sending the signed contract.
3. If TeleData terminates a contract for which a minimum contract term has been agreed due to non-submission or termination of the contract of use, the customer undertakes to pay a termination payment of 25% of the total of the remaining fees that would have been payable up to the end of the regular contract term. The termination payment is payable in one lump sum. The customer is free to prove that TeleData has suffered no or less damage. TeleData is free to prove that TeleData has suffered a higher damage.

§ 5 Services of TeleData

1. The scope of the services under this contract results from these GTC, the respective service description / the service level agreement, the price lists and the agreements of the contracting parties in text form. For the prices to be paid by the customer, refer to the respectively valid price lists or the contracts concluded. The price lists are accessible in the TeleData business premises at the location specified under § 1.
2. Unless otherwise specified in the service descriptions for the individual products or services, the availability of the services of TeleData is 97.5%, averaged over a period of one year.
3. The service obligation of TeleData applies subject to correct and timely supply to themselves including advance services, provided that TeleData has concluded a congruent hedging transaction with the necessary care and the incorrect or delayed service is not due to TeleData's fault. Advance services for the purposes of this paragraph are any required hardware equipment, software, installations, connection, switching, transport and termination services, network infrastructures or other technical

services of third parties, e.g. broadcast signals (satellite signals).

4. TeleData reserves the right to temporarily restrict the services with regard to the capacity limits of the transmission paths. Temporary interruptions or restrictions can also arise due to force majeure, including strikes, lockouts and official orders, as well as due to technical changes to the provider's facilities or other measures that are necessary for the proper or improved operation of the network.
5. Force majeure events that make TeleData's contractual performance significantly more difficult or impossible entitle TeleData to postpone the fulfilment of their obligations for the duration of the disability and a reasonable start-up period. Force majeure is equivalent to strikes, lockouts or other circumstances insofar as they are unpredictable, serious and not caused by TeleData. TeleData will immediately inform the customer of the occurrence of such an event as far as this is possible and reasonable under the circumstances. The same applies if TeleData depends on the advance services of third parties. Further rights remain unaffected.
6. In any case, TeleData will inform the customer of a longer, temporary cessation or limitation of the service in the appropriate form regarding the type, extent and duration of the cessation or restriction of service insofar as this cessation or limitation of service is predictable and the information is reasonable for TeleData.
7. The customer is aware that telecommunications services are subject to changes due to new technical developments as well as new legal and / or official regulations. TeleData therefore reserves the right to adapt customer services to the respective state of development in the telecommunications sector to the extent required and reasonable for the customer. The customer shall not be entitled to adjustment.
8. TeleData provides the customer once with a free terminal device (WLAN FRITZ!Box or ONT) as part of a borrowing (§ 598 BGB). The customer will undertake to treat the terminal device with care and to protect it from damage and loss. In the event of deliberate or negligent damage, as well as in the event of loss or damage to the end device due to force majeure (e.g. due to lightning strikes), the customer is not entitled to receive a further terminal device. TeleData recommends removing the plug-in power supply and the connecting cable of the terminal device in the event of thunderstorms.
9. The equipment, devices, software and documents installed and provided by TeleData to the customer for the provision of the service remain the property of TeleData, unless a transfer of ownership has been separately agreed. The equipment transferred may not be left permanently to any third party and may only be used at the agreed locations for the purpose agreed under this contract.
10. After termination of the contract, TeleData is entitled to leave installed technical equipment, in particular installed cables, free of charge on the customer's property or to remove them at its own expense. The installed equipment is only a constituency of the respective property in accordance with § 95 BGB.
11. If TeleData does not meet binding standards and technical requirements for the provision of telecommunications for end users in accordance with article 17 (4) of Directive 2002/21/EC (Framework Directive), the customer may terminate the contract for the service concerned after an unsuccessful expiry of a time limit set for remedial action. § 314 BGB shall apply.
12. TeleData shall provide their services in accordance with the legal requirements for security and technical protective measures. A security concept submitted to the Federal Network Agency and not subjected to a complaint will contain the protective measures taken. Security or integrity violations can be identified and remedied early thanks to the technical protective measures used. Current technical and organizational measures are used to identify threats or any weak points.
13. TeleData can make use of third parties to fulfil the contract. If TeleData use third parties to fulfil the contract, they will not become contractual parties of the customer.
14. TeleData use suitable, up-to-date technology to measure and control the data traffic in order to avoid capacity utilization or overloads of a network connection. There are no effects of these procedures on the quality of service agreed under this contract. This also applies if TeleData carries out traffic management actions.

15. TeleData are legally bound to point out to the customer that the transmission and transfer of information, things or other services is prohibited by law under certain circumstances. This includes, but is not limited to, advertising calls, unrealistic profit notifications or fax spamming using the phone numbers assigned to the customer.

§ 6 Provision of services

1. The expected duration until provision of a connection is specified in individual contracts.
2. Time information from TeleData for the provision is given after planning with the greatest possible diligence, but it is not binding. Binding dates must be in writing and must be expressly identified as such.
3. Compliance with - also binding - time information for provision also requires the timely and correct fulfilment of the customer's cooperation and other contractual obligations. Without prejudice to TeleData's rights due to the customer's delay, the agreed provision times are extended by at least the period in which the customer does not meet his obligations towards TeleData.
4. Agreed periods and dates are postponed for a temporary and unpredictable service obstacle for which TeleData is not responsible, for the period for which this obstacle persists.

§ 7 Duties and obligations of the customer

1. The customer creates all the conditions in his company or apartment that are necessary for the proper execution of the contract. TeleData will inform the customer of their requirements.
2. The customer has an active obligation to check the functionality of the services owed by TeleData under this contract. He must immediately report defects of the services owed by TeleData to TeleData. The customer must also immediately notify TeleData of any visible damage and defects to the TeleData equipment on the customer's property. As part of the obligation of mitigation of damage, the customer must immediately take all precautions that are suitable, necessary and reasonable for the protection of the lines and network terminations as well as the hardware and software provided.
3. In particular, the customer will also undertake
 - a. to introduce new applications or changes in existing applications that could have an impact on the provision of services of TeleData with the prior consent of TeleData;
 - b. to use only the standard interfaces (termination equipment) specified by TeleData. Other interfaces can only be used with the consent of TeleData;
 - c. not to bypass any security precautions of the TeleData system;
 - d. not to use any equipment or to run applications that can lead to changes in the physical or logical structure of the network or the software of TeleData;
 - e. to provide free of charge the room areas in their buildings where the TeleData systems are to be installed or set up for the fulfilment of the contract, for the duration of the contract including all ancillary services, in particular sufficient power supply, lighting and air conditioning, as well as the potential equalization possibly required, excluding associated grounding;
 - f. to accommodate the equipment only in suitable premises;
 - g. not to make any changes due to which the security of the network operation can no longer be guaranteed;
 - h. to notify TeleData immediately of any known circumstances that may impair the functionality of the transmission paths used;
 - i. to immediately inform TeleData of any known circumstances that could impair the function of the TeleData network;
 - j. to treat the installed equipment with care and protect it against unauthorized access and intervention by third parties.

5. It is the customer's responsibility to take precautionary measures against data loss, transmission errors and malfunctions.
6. It is the customer's responsibility to install firmware (safety) updates for the hardware lent by TeleData, e.g. FRITZ!Box, updates pointed out by TeleData to the customer. The above applies accordingly to hardware purchased from TeleData and owned by the customer. Unless the firmware recommended by or purchased from TeleData is installed, TeleData is not liable for any resulting consequences. TeleData assumes no liability for hardware that the customer has purchased from third parties and is not obliged to provide support.
7. The customer will enable the employees or vicarious agents of TeleData at any time during normal business hours after adequate notification to unhindered access to the customer connections installed by TeleData (transfer point, point of need or lines), as far as this is necessary for the execution of the contract, and to provide them with information and documents requested for their work. In duly justified exceptional cases, access must be possible at any time. If necessary, TeleData arranges an appointment with the customer for the visit of an employee or vicarious agent on site. This appointment is specified with a time period of one hour (e.g. "between 9am and 10am"). If it is not possible to provide the service in the agreed period for reasons for which the customer is responsible, a new appointment will be made and a travel that may be necessary will be charged.
8. The customers will undertake not to misuse the services. The customer will undertake not to distribute any offensive, defamatory or illegal content via the telecommunications channels provided by TeleData or to encourage such distribution. The customer will release TeleData at first request from all third party claims arising from the actual or alleged violation of the aforementioned obligations against TeleData.
9. The customer must immediately inform TeleData in text form of any type of change affecting the contractual relationship (in particular name, company, place of business and, if applicable, billing address, bank details and legal form). If the customer fails to give notice, he must bear the costs for the determination of the data required for the fulfilment of the contract.
10. The customer will undertake to treat strictly confidential all individual information on the use of a service, such as passwords of any kind, agreed with TeleData and to protect it from unauthorized use by third parties. Insofar as the customer can prove that the use of TeleData services cannot be attributed to him, TeleData has no claim for remuneration against the customer.
11. After termination of the contract, the customer will undertake to return any equipment, devices, software and documents as well as any copies at his own costs within ten (10) days after the end of the contract to TeleData, unless these have been transferred to him - for example in performance of a purchase contract. If the equipment, devices, software and documents are not returned to TeleData, settlement on the basis of the residual value will be made in the final bill without separate notification.
12. If the customer violates the obligations from this paragraph in a culpable and significant manner, TeleData has the right to immediate termination for an important reason, as well as the right to claim damages for the damage caused by the breach of duty.
13. Since the telecommunications terminal no longer belongs to the TeleData telecommunications network, the customer has to ensure that the connection is correct. For proper commissioning, he is obliged to follow the manufacturer's instructions.

§ 8 Telecommunications terminal equipment

1. The public telecommunications network of TeleData towards the customer ends at the passive network termination point. Customer interfaces are assigned to the customer's functional control. The customer can therefore choose which telecommunications terminal equipment (router, modem) is to be connected behind the passive network termination point. However, TeleData is free to adapt the transmission method to technical progress.
2. TeleData can provide the customer with telecommunications terminal equipment under this contract but in this case the customer is free not to connect and use it but to use their own telecommunications terminal equipment instead.

3. If the customer connects his own telecommunications terminal equipment to the TeleData public telecommunications network,
 - a. he may only connect such terminal equipment that meets the statutory requirements,
 - b. he should take all reasonable precautions to prevent any unauthorized use of his connection,
 - c. he is liable for any damage that TeleData incurs from the connection of a terminal device that does not meet the above requirements, as well as for any damage that TeleData incurs due to the fact that the customer has not kept the terminal device in good condition and in the current state of the art and/or has not installed all updates offered by the manufacturer,
 - d. he is not entitled to service or support for his own terminal equipment connected towards TeleData.
4. In cases where the customer uses services or systems managed by TeleData (e.g. "managed" routers) in addition to access to the TeleData public telecommunications network, the customer will undertake to use the telecommunications terminal equipment made available to the customer by TeleData to fulfil their contractual obligations, and to grant TeleData both physical access and online access (remote access) at any time in order to enable TeleData to fulfil the contract and/or provide the service. TeleData will inform the customer in good time if such access or online access to the customer's systems is necessary.
5. In order to connect the terminal equipment of his choice, the customer will need the corresponding access data. As of 2016-08-01, this access data will be made available to the customer in text form free of charge upon conclusion of the contract. The customer will undertake to treat this data confidential and to protect it from unauthorized access. He will undertake to inform TeleData immediately in text form of the loss of the access data or the justified suspicion of any unauthorized access to the access data. The customer is fully and unlimitedly liable for the consequences of unauthorized use or loss of access data.

§ 9 Transmission or transfer to third parties

1. The customer is not permitted to transfer all or part of the rights and obligations arising from the contract with TeleData to third parties without prior written consent of TeleData.
2. The customer shall not provide the services of TeleData permanently or temporarily to third parties as part of the resale. In addition, the customer shall not use the services to provide third parties with telecommunications services. Third parties are non-affiliated companies as defined in the German Stock Corporation Act
3. The customer will undertake to pay the fees arising from the use of the service by third parties, insofar as the customer is responsible for this use.

§ 10 Disturbances / fault clearance

1. TeleData will guarantee the provision of their services according to the recognized and usual state of the art and in compliance with all applicable safety regulations for the proper operation of the telecommunications network. They provide their services within the scope of the technical and operational possibilities. The customer is aware that a 100% availability of telecommunications services cannot be guaranteed.
2. TeleData operates a fault and customer service hotline. Reports shall be addressed to this hotline under 07541 5007 - 2121.
3. TeleData will assume no liability for disruptions of services provided by TeleData
 - a. that are due to interventions by the customer or third parties in network infrastructures,
 - b. to the inappropriate, improper or faulty connection to the network infrastructure by the customer or third parties or

- c. to the faulty, improper or negligent installation, operation or handling of the devices or systems required for the use of TeleData services by customers or third parties, as long as they are not due to TeleData's fault.
4. Service level, i.e. the availability of the technical support, the reaction time and the regular fault clearance times result - unless otherwise agreed in the individual contract - from the respective service description.
5. The customer shall take all reasonable measures that enable the detection of the defects, the damage and their causes. The customer will support TeleData or its vicarious agents to a reasonable extent in determining the causes of the faults and in eliminating them, and in particular will have them carry out all repair, modification or necessary maintenance work. If the fault cannot be rectified within the agreed fault elimination period for reasons attributable to the customer, the fault elimination period will be extended correspondingly.
6. If it is not possible to clearly localize a fault or to determine the cause, the fault is rectified as quickly as possible in accordance with the principle of proportionality. The fault will be rectified within the regular fault clearance times at least to the extent that the service can be used again (where appropriate, temporarily with quality restrictions).
7. After rectifying the fault, TeleData will inform the customer that the functionality has been restored.
8. If the fault of a service to be provided by TeleData takes longer than the fault clearance period agreed in the respective service description, the customer is entitled to a pro-rata reduction of the monthly basic fee.
9. If equipment rented from TeleData is defective or a guaranteed property is missing that significantly impairs its use according to this contract, the customer will be entitled to request the repair from TeleData. Instead of repair, TeleData can also provide an equivalent replacement device. The strict liability of TeleData for damages in accordance with § 536a BGB for any defects existing at the time of signing the contract is excluded. Any damage caused by improper handling or force majeure is not covered by the warranty. The correct treatment is determined according to the information provided by the manufacturer and TeleData.
10. In the event of a continuous or regularly recurring deviation of speed or other service quality parameters between the actual performance of the Internet access service and the service specified by TeleData, the customer will also have the option of obtaining legal protection before the ordinary courts.
11. The speed or other service parameters during use depend on the network load of the Internet backbone, the transmission speed of the accessed servers and the hardware and software used by the customer (PC, operating system) and may vary accordingly. This may affect the use of applications and services on the Internet. For example, the download duration and/or the upload of data as well as the download duration of large e-mails, especially those with file attachments, can be extended and, the display of films and the execution of web-based software can be impaired. The above also applies in the event of a significant deviation from the specified download and upload speed.

§ 11 Fees, terms of billing and payment

1. The fees to be paid by the customer are based on TeleData's currently valid price list and on the provisions of the individual contracts. If the service is a service that is only provided to entrepreneurs, the applicable statutory VAT will be added to the fees specified in the price list for companies. A valid, complete price list will be available in the premises of TeleData, Kornblumenstraße 7, D-88046 Friedrichshafen during the regular business hours or on the Internet at www.teledata.de.
2. TeleData will provide the customer with bills for the fees to be paid. The bill and, if applicable, the itemized bill will be made available online to the customer in electronic form (hereinafter referred to as online bill). The customer will receive an electronic message sent to his email address as soon as the online bill can be viewed on the Internet (access).
3. One-off amounts are not refundable, even in the event of premature contract termination.

4. Monthly usage-independent fees shall be paid in advance. TeleData will bill usage-dependent fees in the following month. If fees to be paid on a monthly basis have to be paid for parts of a calendar month, every day of the month for which a duty of payment exists, is charged by applying 1/30 of the monthly fee.
5. TeleData reserves the right to request down payments from the customer. TeleData also reserves the right to bill in different accounting periods.
6. Consumers are obliged to grant a SEPA basic direct debit to TeleData and to provide for a sufficient coverage of the account. If the customer cancels a SEPA basic direct debit issued to TeleData and does not issue a new SEPA basic direct debit, TeleData is entitled to terminate the contract for extraordinary reasons. TeleData will grant the customer a period of ten days within which a new SEPA basic direct debit should be issued.
7. Fees are due to entrepreneurs and consumers 10 days after the bill date.
8. If the customer has issued a SEPA basic direct debit, the fees will be debited automatically from the specified account when due. If there are not sufficient funds in the specified account, the customer will bear the additional costs. If the customer has not issued a SEPA basic direct debit to TeleData, the bill amount must be credited to a TeleData account specified in the bill 10 days after the bill date.
9. If, following a reminder from TeleData, the customer does not pay 10 days after the bill date, he will be in default as a result of the reminder.
10. Without prejudice to the above provision, the customer will be in default even without a reminder if he does not pay within 30 days after the due date. If the customer is a consumer, TeleData will point out these consequences in the bill.
11. If deliveries and services going beyond the contract are provided, TeleData will bill the actually incurred expenses for materials and personnel according to the valid price list.
12. The customer has to bear the costs for fault clearance and service unless they are caused by defects that TeleData is obliged to rectify. If it turns out during a check requested by the customer that the services have been performed properly and that there is no defect, the customer also bears the costs of the fruitless intervention if he could have identified the functionality with a reasonable amount of care and attention.
13. The customer has to pay the additional fees for money transactions insofar as they are caused by him. The customer shall reimburse for all costs arising from a check not paid or any direct debit not honoured or returned, unless the customer and his vicarious agents have demonstrably taken all due care or the damage would have arisen even if this care had been taken.
14. If the customer objects to a bill, this must be addressed to TeleData in text form within eight weeks of receipt of the bill. The timely dispatch is sufficient to meet the deadline. If the customer fails to raise the objections in time, the bill shall be deemed to be accepted; TeleData shall make specific reference in the bills to the consequences of failing to raise an objection in time. Statutory claims of the customer after the deadline remain unaffected insofar as TeleData is able to review the complaint pursuant to data protection legislation.
15. The customer can request within eight weeks of receipt of the bill that a proof of remuneration and the result of a technical inspection are presented to him. If this submission is not made within eight weeks of the complaint, the claim asserted with the bill only becomes due upon submission of the proof of remuneration and the result of the technical inspection. If the technical inspection is completed later than two months after the customer's complaint, it is irrefutably supposed that the connection volume billed by TeleData was incorrectly determined. In this case, TeleData is entitled to the amount that the customer had to pay on average over the previous six billing periods as a fee for a corresponding period. A technical check is not necessary if the complaint is demonstrably not due to a technical defect.
16. As far as for technical reasons no traffic data is stored or stored traffic data has been deleted due to a legal obligation, TeleData has no obligation to provide proof of the connection services provided or to

provide information on the single connections.

17. Unless otherwise agreed in an individual contract, the calendar month is the accounting period. This also applies to the calculation of the average fees in cases where the actual amount of connections cannot be determined.
18. The customer only has the right to offset if his counterclaims have been legally ascertained or have been recognized by us. The customer can only exercise a right of retention if his counterclaim is based on the same contract.
19. The bill recipient is authorized to receive declarations addressed to the customer.

§ 12 Late payment by the customer

1. In the event of late payment by a consumer customer, TeleData is entitled according to § 288 (1) BGB to demand default interest in the amount of 5 percentage points above the basic rate of the European Central Bank per year starting on the date of the default unless TeleData proves higher interest expenses in individual cases. TeleData reserves the right to assert further claims.
2. If the customer is an entrepreneur, the interest rate is 9 percentage points above the above basic rate (§ 288 (2) BGB). TeleData reserves the right to assert further claims.

As a creditor of a claim, TeleData is also entitled to a lump sum payment of 40 Euros if the customer who is not a consumer defaults in payment. This also applies if the payment claim is a down payment or other instalment payment. The above lump sum is to be set off against the damages owed, insofar as the damage is justified by the costs of legal action

3. TeleData is also entitled to charge a fixed sum of € 2.50 for payment reminders due to the customer's late payment. The customer is free to prove that TeleData has suffered no or less damage.

§ 13 Itemized bill

Upon request of the customer in text form, TeleData will establish a bill broken down to individual connections (itemized bill) within the scope of legal regulations for future services, breaking down all outgoing connections so that the partial amounts of the bill can be checked.

§ 14 Blocking the use

1. TeleData is entitled to refuse the use of the contractual services by the customer in whole or in part (blocking the use) if the customer is in delay with payment obligations of at least 75 Euros after deducting any down payments and, TeleData informed the customer of the blocking at least two (2) weeks before in writing, with reference to the possibility of seeking legal protection before the courts. When billing the 75 Euros, non-titled claims the customer has objected to in due form, in a timely manner and with reasonable justification are disregarded. Likewise, non-titled, contested claims by third parties for services that TeleData also billed to the customer are disregarded; even if these claims have been assigned. The above regulations do not apply if TeleData has previously requested the customer to make a preliminary payment of an average amount in accordance with § 45j TKG and the customer has not paid it within two weeks.
2. In addition, TeleData may only block the use if
 - a. due to a particular increase in the amount of calls compared to the previous six billing periods, the amount of TeleData's claim of payment increases to a particular extent and facts justify the assumption that the customer will object to this claim of payment or
 - b. there is a risk of serious damage to TeleData's equipment, in particular to the network, or of harmful disruptions in the network operation caused by the customer's device or a threat to public safety.
3. TeleData also reserves the right to block outgoing connections to certain number ranges provided that
 - a. the amount of fees for the use of special numbers, value-added services or connections in mobile networks increases to a great extent or

- b. facts justify suspicion of misuse or
 - c. facts justify the assumption that the customer, in the event of a later blocking of use, will not, not completely nor in time pay the fees for the services rendered in the meantime or
 - d. after conclusion of the contract, TeleData becomes aware of false facts that give rise to reasonable doubts as to the customer's creditworthiness and the locking of use is not disproportionate.
4. In the event of number misuse, TeleData is legally obliged to lock the use in accordance with § 450 Sentence 3 TKG under the conditions stipulated there.
 5. When blocking the network access, TeleData will limit this blocking initially to outgoing telecommunications connections. If the reason leading to the blocking persists after a period of one week after the blocking, TeleData may block the customer's overall network access (full blocking); however, emergency calls to numbers 110 and 112 will be maintained during this time.
 6. In the event of blocking, the customer is still obliged to pay the usage-dependent fees.
 7. If the requirements for a blocking no longer exist, TeleData will release it.

§ 15 Liability of the customer

1. The customer is also obliged to pay for such bill amounts that have arisen as a result of unauthorized or authorized use of the customer connection by third parties, unless the customer can prove that he is not responsible for the use.
2. The customer is responsible for any damage and/or loss of TeleData equipment in his area of risk and responsibility and has to compensate TeleData for the damage caused. Damage that TeleData or third parties are responsible for is excluded.
3. The customer is liable towards TeleData for any damage arising as a result of improper use of the service.

§ 16 Liability of TeleData

1. TeleData is fully liable for personal injury.
2. TeleData is liable for other damage if the damage was caused intentionally or through gross negligence by TeleData, their legal representatives, employees or agents. In addition, TeleData is liable for slightly negligent breach of essential contractual obligations, the fulfilment of which enables the proper execution of the contract and on the observance of which the customer relies and may rely on ("major obligations") or the violation of assumed guarantee obligations, in these cases, however, limited to foreseeable damage typical for this contract, however, with a maximum amount of 12,500 Euros.
3. In addition, the liability of TeleData, their legal representatives, employees or vicarious agents for financial loss caused by negligence, which is not the result of personal injury or property damage, is limited to EUR 12,500 per damaged end user. If TeleData is liable to several end users due to a uniform negligent act or a uniform negligent event, the total liability for damages is limited to a maximum of 10 million EUR. If the compensations to be paid to several people due to the same event exceed the maximum limit, the compensations will be cut down corresponding to the sum of the amount of all damage claims to the limit. The statutory claims for compensation for damage caused by delay remain unaffected by these restrictions.
4. TeleData is only liable for the retrieval of data if TeleData deliberately or through gross negligence caused their destruction and the customer has ensured that this data can be restored with reasonable effort from data material provided in machine-readable form.
5. An individual contractual agreement on the liability of TeleData, concluded with a entrepreneur according to § 44a TKG will take precedence over the above liability regulations.
6. Otherwise TeleData's liability is excluded.
7. Mandatory legal regulations, such as the Product Liability Act, remain unaffected by the above

regulations.

§ 17 Term of contract / termination

1. The term of the contract will begin on the contractually agreed date. If no such agreement has been made, the contract term begins upon receipt of the order confirmation, at the latest on the day of the first provision of service by TeleData.
2. Unless otherwise agreed in an individual contract, the notice period is three (3) months. If a minimum contract term has been agreed, the contract can be terminated for the first time at the end of the agreed minimum contract term; without notice, the contract is extended by a further twelve (12) months.
3. The customer has the option of concluding a contract with a term of twelve months.
4. If the contract includes several services (e.g. telephone connection, internet connection and telephone flat rate), which are agreed as part of a combined product for a monthly basic price, these are agreed uniformly for the entire term of the contract; termination of individual services or partial services is not possible. When concluding a contract for individual services or options at different times, the agreed terms apply to the individual services or options. If the basic contract underlying the individual services ends, all contracts for additionally agreed services or options also end.
5. The contract may be terminated by either contracting party for an important reason without observing a notice period. An important reason for TeleData is particularly
 - a. serious infringements of the contract by the customer, in particular but not limited to
 - repeated infringements - despite a reminder from TeleData - of the obligations from § 7, § 9 and - if relevant - § 27 of these GTC.
 - manipulation of the technical equipment and fraudulent actions by the customer;
 - b. if the customer is in default with payment of the fees according to § 11 of the GTC for a period of 2 consecutive months or a longer period of time with an amount that corresponds to the average payment owed for two months (but at least the amount of 75 Euros).

A warning is dispensable in behaviour involving gross infringement of contract. In the event of termination for an important reason, TeleData reserves the right to assert claims for damages.

6. If the customer cancels the contract before the service is provided, TeleData terminates the contract for important reasons for which the customer is responsible before rendering the service or if it is impossible to render the service for a reason for which the customer is responsible, the customer has to reimburse expenses for work already carried out and pay TeleData appropriate compensation in the amount of 25% of the total of the remaining fees that would have been payable by the end of the regular contract term. The termination payment is payable in one lump sum. The customer is free to prove that TeleData has suffered no or less damage. TeleData is free to prove that TeleData has suffered a higher damage.
7. All terminations must be in text form.
8. After expiration of the contract, TeleData will shut down the customer connection.
9. When changing providers, TeleData will comply with the legal requirements. TeleData will ensure that their service to the customer is not interrupted until the contractual and technical requirements for a change to another provider will be available unless it is requested by the customer. TeleData and the new provider will ensure that the supply interruption during the change of provider does not exceed one calendar day. TeleData points out that they have no influence on the other provider involved in the change of provider.
10. If a customer who is a consumer as defined in § 13 BGB changes his residence during the contract term, TeleData will provide the contractually owed service at the residence of the customer without changing the agreed contract term and other contract contents - provided they offer the agreed service at the

customer's new residence. In this case, TeleData is entitled to demand a reasonable fee from the customer for the expenses incurred due to the move, but not exceeding the amount of the fee provided for a new connection. If the service is not offered by TeleData at the new place of residence, the customer is entitled to terminate the contract by submitting a registration certificate with three months' notice to the end of a calendar month. Any shorter notice period agreed in individual contracts remains unaffected.

§ 18 Data protection

The customer's data is collected and used in accordance with the provisions of the Telecommunications Act (TKG), the General Data Protection Regulation (GDPR) and the German Interstate Broadcasting Treaty (RStV). Accordingly, TeleData is particularly entitled to collect and use personal data, insofar as this is necessary for contract execution (inventory data), service provision or billing (traffic data). For further information, refer to the "Privacy Statement".

§ 19 Transmission of the data to Creditreform Boniversum GmbH

1. TeleData transmits personal data collected as part of the contractual relationship concerning the application, implementation and termination of the business relationship as well as data about non-contractual behavior or fraudulent behavior to Creditreform Boniversum GmbH, Hellersbergstrasse 11, 41460 Neuss. The legal bases for this transmission are Article 6 paragraph 1 letter b and Article 6 paragraph 1 letter f of the General Data Protection Regulation (GDPR). Transmissions on the basis of Article 6 Paragraph 1 Letter f GDPR may only take place insofar as this is necessary to safeguard the legitimate interests of TeleData or third parties and if the interests or the fundamental rights and freedoms of the concerned person requiring the protection of personal data are not overridden. The data exchange with Creditreform Boniversum also serves to fulfil legal obligations to carry out credit checks on customers (§§ 505a and 506 of the German Civil Code (BGB)). Creditreform Boniversum processes the data received and also uses it for the purpose of profile development (scoring), in order to provide their contractual partners in the European Economic Area and in Switzerland as well as other third countries (if there is an adequacy decision by the European Commission) with information, among other things, for assessing the creditworthiness to natural persons.

For further information on data processing by Creditreform Boniversum, refer to the detailed information sheet "Boniversum information according to art. 14 EU GDPR (see appendix 1) or online at <https://www.boniversum.de/eu-dsgvo/informationen-nach-eu-dsgvo-fuer-verbraucher/>.

§ 20 Other provisions

1. The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
2. TeleData can transfer rights and obligations from this contract to third parties, in which case the customer reserves the right to terminate the contract. The customer can only transfer rights and obligations from this contract with the prior written consent of TeleData.
3. If the customer is a merchant, a legal entity or a special public fund, the exclusive place of jurisdiction for all disputes arising from this contract is the registered office of TeleData. The same applies if the customer has no general place of jurisdiction in Germany or if his place of residence or habitual residence is not known by the time the legal action is filed.
4. Verbal collateral agreements do not exist.
5. If there is a dispute between the customer and TeleData about whether TeleData has fulfilled an obligation towards him in the cases mentioned in § 47a TKG, the customer can address an application in text form or online to the consumer arbitration board of the Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railways to initiate an arbitration proceeding. The application must contain the applicant, the designation of TeleData as the respondent and the application target. In addition, the application must contain an argument showing the breach of obligations by TeleData

which are assigned to TeleData on the basis of the standards specified in § 47a TKG, as well as a description of all facts and documents that could be used by the applicant to support his claim. The application should contain evidence showing the previous attempt to reach an agreement with TeleData. For further information, please see on the Internet at the domain www.bundesnetzagentur.de.

6. The European Commission provides a platform for online dispute resolution (OS), which can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>. Consumers have the option to use this platform to resolve their disputes.
7. In the event of a continuous or regularly recurring deviation of speed or other service quality parameters between the actual performance of the Internet access service and the service specified by TeleData, the customer will also have the option of obtaining legal protection before the ordinary courts.

Part B:

Special provisions for internet services

§ 21 Scope

1. These special provisions for Internet services apply to all contracts between TeleData and the customer, which have or are based partly or exclusively on the customer's connection to the Internet, in particular for the TeleData DSL products, Internet dedicated lines (TeleData DIRECT), web hosting and server housing (TeleData SPACE) as well as virus/spam protection products.
2. In the event of deviations from the general provisions, these special provisions take precedence over the general provisions.

§ 22 Access to the Internet

1. TeleData will provide the customer with access to the Internet via an access node (point of presence). The customer is aware that TeleData has no influence on the transmission of data on the Internet. In this respect, there is no responsibility for the transmission services (speed, faultlessness and availability). TeleData provides no guarantee for the services of information or content providers available on the Internet, the transferred content, information, their technical accuracy and absence of viruses, freedom from rights of third parties or suitability for a specific purpose.
2. Insofar as TeleData will provide the customer with access to the Internet, TeleData is not obliged to check the transmitted content for whether it contains damage-causing software (e.g. viruses), unless such services of TeleData have been expressly agreed. However, TeleData is entitled to check the transmitted content within their legal options.
3. The customer is obliged to comply with the information obligations under the Telemedia Act (TMG) for services he is providing for use or which he makes accessible for use.

§ 23 Web hosting (TeleData SPACE)

As part of web hosting services, TeleData provides the customer with storage capacity on an internet server in accordance with the technical and operational possibilities as described in the service description. TeleData provides the customer with a password-protected access (account) to the Internet server; the customer can use this access to save, change or delete data on the server (File Transfer Protocol - FTP).

§ 24 Server Housing (TeleData SPACE)

1. As part of server housing services, TeleData hosts a customer-owned Internet server in their data center. Upon request, the customer must set up access for TeleData to be used by TeleData to view the operating status of the web server.

2. The customer has access to his computer in the TeleData data center only after prior registration and accompanied by a TeleData employee. This access is not charged separately during the business hours of TeleData. Outside business hours, this access will be billed according to the current TeleData price list.

§ 25 Virus and spam protection

1. TeleData offers an optional virus and spam protection. If a virus is found in an e-mail, this email is not delivered but deleted. The recipient then will receive a message informing them that an e-mail has not been delivered to them because a virus has been found in this e-mail. If there are file attachments to an e-mail, these are also scanned and checked for viruses. In general, however, it cannot be guaranteed that all viruses will be found. Especially in the event of encrypted or password-protected files.
2. If an e-mail is recognized as spam, this e-mail is marked accordingly in the subject field and delivered to the recipient. TeleData determines when an email is marked as spam or not. For this purpose, TeleData makes use of current technologies that allow an appropriate assessment.
3. TeleData offers an extended spam and virus protection module as an option. The recipient can independently determine what should be done with detected spam or virus e-mails (e.g. quarantine, deletion, delivery).
4. TeleData assumes no guarantee for the detection of all viruses, worms, Trojans or the like, since the detection of viruses, worms, Trojans or the like is based on the timely updating of virus signatures after a virus is discovered by the manufacturer of the antivirus software.

§ 26 Contents

1. Unless expressly stated otherwise, all contents that the customer retrieves or transmits within the scope of the Internet access is external information for TeleData as defined by the TMG.
2. If TeleData provides the customer with storage space, the customer is responsible for the stored content. All contents are foreign information for TeleData as defined by the TMG.

§ 27 Misuse

1. The customer undertakes not to misuse the access to Internet services and the Internet itself, in particular
 - a. not to interfere in the TeleData network or in other networks;
 - b. not to create and/or forward chain letters, SPAM, unwanted advertising e-mails, computer viruses, Trojans, worms or similar (malware);
 - c. not to download, save, make available online, transmit, distribute, point out to such information or provide links to such sites (hyperlinks) that
 - are hateful as defined by § 130 of the Penal Code (StGB),
 - represent pornographic contents within the meaning of § 184 Penal Code (StGB) or contents harmful to young people as defined in the Interstate Treaty on the Protection of Minors in the Media,
 - contain defamatory statements,
 - could damage the reputation of TeleData,
 - violate copyrights or other property rights of third parties,
 - contain other illegal content.
 - d. when using e-mail or news services - not to forge sender information, in particular not to make any changes in the sender's line of the message ("header") that are likely to delude about the identity of the sender

- e. not to operate a mere download server
 - f. not to illegally record data traffic (sniffing).
2. The customer will take all reasonable care measures to prevent employees or third parties from violating the provisions of paragraph 1.
 3. The customer will only transmit data as part of the range of services using the common standards of the TCP/IP protocol family.
 4. TeleData is entitled to block access to an offer that contains illegal content at any time without prior notice and without any claims by the customer as long as the illegal state exists.
 5. If TeleData determines that a customer's Internet connection is harmful (e.g. "Denial of Service attacks") they are entitled to deactivate this connection to prevent damage without prior notice and without any claims by the customer.
 6. The customer shall observe the relevant regulations on data protection and protection of the privacy of third parties. In particular, he must refrain from gaining access to third-party computer systems or taking actions that serve as preparation to gain access to an external computer system (e.g. port scans).
 7. The customer shall refrain from using the services available as part of the service offer to obtain data or information that is not intended for him. This also includes misuse of the service to copy, listen to or intercept e-mail messages or other information that is not intended for the customer.
 8. The customer shall refrain from using the services available within the scope of services to circumvent ("hack") security measures of third-party computers or computer systems, networks or access accounts or to impair the performance of a computer, computer system or network beyond the services normally granted ("Denial of Service" attack).
 9. If a claim is made on TeleData by third parties because of a breach of contract or culpable behavior on the part of the customer, in particular due to a breach of the above obligations, the customer is solely responsible towards TeleData. The customer will hold harmless TeleData against all claims of all third parties.
 10. When setting up a WLAN (Wireless LAN), the customer will take suitable measures to ensure that his WLAN is only used by users authorized by himself and that improper use is excluded by reasonable measures. The customer has to pay all usage and volume-related fees arising from the use of his WLAN via his TeleData connection.

§ 28 Disclaimer / data security

1. TeleData is not liable for the information transmitted using their services and/or lines with regard to their completeness, correctness or up-to-dateness or to the fact that they are free of third party rights, or the sender acts unlawfully by transmitting this information.
2. TeleData points out that the transmission of data via and the retrieval of information from the Internet involve risks regarding data security and data integrity. TeleData has no influence over this issue. It is the responsibility of the customer to protect their data against these risks. Suitable hardware and software solutions, such as firewall and virus scanner are able to significantly reduce these risks. Products and services of this type can be purchased from TeleData or provided by the latter pursuant to a separate agreement.

§ 29 IP addressing

1. Network address management and routing for the customer's data traffic are handled by TeleData. For this purpose, TeleData operates the necessary domain name servers (DNS) in order to link the Internet protocol address ("IP address") with the addressed domain names. The Internet routing of the data packets is at the sole discretion of TeleData.
2. To be able to address the customer's network, it is necessary to assign an IP address registered by a

competent and recognized issuing agency. Unless the customer already has their own (numerical) IP addresses, these can be assigned to them in text form by TeleData on request.

3. If TeleData assigns the IP addresses, the customer will only receive a non-transferable right to use this Internet protocol address for the duration of the contract. If the contract with TeleData is terminated, for whatever reason, the customer's right of use for the IP addresses provided by TeleData ends automatically at the same time.
4. TeleData is free to assign other IP addresses as a substitute, provided that this is reasonable for the customer.
If the customer provides IP addressing for a specific network, he shall provide TeleData with at least one (1) IP address from this area for routing purposes. It shall be a valid (registered) network address suitable for routing purposes that has been assigned to the customer. The Internet routing of the IP address provided by the customer is at the sole discretion of TeleData.
5. In addition, TeleData will undertake to adhere to the guidelines of the Réseaux IP Européens (RIPE for short - also refer to <http://www.ripe.net>).

§ 30 Domains

1. When registering domain names, TeleData will only act as an intermediary in the relationship between the customer and DENIC eG or another organization for domain allocation (Registrar). These contracts, which are binding for at least one year, are based on the applicable terms and conditions and guidelines of the responsible registrar. The termination of the contract with TeleData does not affect the contract between the customer and the registrar. TeleData has no influence on the allocation of the domain.
2. The customer guarantees that the domain requested by him does not violate any third party rights. The customer is obliged to release TeleData from any claims for compensation of third parties and all expenses based on the illegal use of an Internet domain by the customer. TeleData does not provide any guarantee for the availability and allocation of the domain requested by the customer. TeleData does not provide any guarantee that the domain assigned through their intervention is free of third party rights. The customer shall release TeleData from all third-party claims that are raised against TeleData due to the alleged violation of third-party rights through the use of the allocated domain.
3. After expiry of the contract, TeleData will cease to manage the registered domains. This means that after the expiry of the current registration period, the domain(s) will not be registered again or the registration will not be extended. Immediately after termination of the contract with TeleData, the customer will conclude a contract with another Internet provider or, if necessary, with a registrar, to ensure that his domains are managed by another company after expiry of the contract with TeleData and that continuous registration for the customer is thus assured. If a .de domain has been registered via TeleData, the domain is managed directly by Denic eG at the customer's expense, provided that the customer has not commissioned another provider to manage it.

Part C:

Special provisions for voice communication (TELEPHONE)

§ 31 Scope

1. These special provisions for voice communication apply to all contracts between TeleData and the customer, containing partly or exclusively voice communication services, in particular for the TeleData telephone products.
2. In the event of deviations from the general provisions, these special provisions take precedence over the general provisions.
3. Call-by-call, preselection and the dialling of certain special numbers are not possible in the TeleData network.

§ 32 Assignment of numbers

1. If required, TeleData will assign in writing numbers for the connection to the customer. If the number has to be changed due to an action or decision of the Federal Network Agency, the customer will have no objections and/or claims against TeleData.
2. If the customer wishes the number(s) to be ported, he shall send written orders to TeleData either himself or through a porting order to another telecommunications company until the end of the contract. Otherwise, porting is no longer possible for technical reasons. TeleData will support the porting process in accordance with the requirements of the Federal Network Agency and the technically agreed processes between subscriber network operators. If the specifications and technical processes are not supported by the other telecommunications company involved in the porting process, porting cannot be carried out for technical reasons. On the day of porting, the telephone, fax and data services may be temporarily interrupted due to technical circumstances. TeleData will assume no liability for these disruptions or for missed calls or messages nor for inaccessibility in connection with number porting.
3. Upon request of the customer, TeleData will block certain number ranges free of charge on the network within the scope of the existing technical possibilities. A fee according to the current price list may apply for the activation of blocked number ranges.
4. The customer may request TeleData to arrange for his number to be included in the blocked list for reversed-charge calls established by the Federal Network Agency. A fee according to the current price list may apply for the activation of blocked number ranges or the deletion from the blocked list.

§ 33 Subscriber directory

1. Upon the customer's request in text form, TeleData will arrange free of charge for a standard entry or the deletion of a standard entry of the customer including his phone number, his name, his first name and address in public printed and electronic subscriber directories (e.g. telephone directory) and for the provision of telephone information. If the customer requests the entry of co-users, the entry is only made with the consent of the co-user(s) and only for a separate fee according to the current price list. TeleData is not liable for incorrect or late entries insofar as they are not responsible for them.
2. The connection data stored in public printed or electronic media (e.g. name, address) can be requested by third parties via the customer's phone number (so-called inverse searches). The customer can object to the provision of information as part of the inverse search at any time. After receipt of an objection, TeleData will block the customer's number with a blocking note for the inverse search.

§ 34 Itemized bill

1. If the customer receives an itemized bill according to § 13, the destination phone numbers of the connections are either shortened by the last three digits or given in full length, depending on the customer's choice. If the customer does not exercise his/her right to choose, the numbers in the itemized bill are not shortened.
2. For data protection reasons, destination numbers for connections to certain people, authorities and organizations that provide telephone advice in emotional or social distress will not be included in the bill. These connections will be included in one amount.
3. The IP transport of VoIP signalling may lead to delays that affect billing. A call does not end when the user hangs up, but only when the hang-up signal has been transmitted over the IP network. The actual billing-relevant duration of a call is therefore up to one second longer than the duration perceived by the user.

§ 35 Hardware configuration

1. If TeleData provides the customer with hardware as part of the service provision, it will be configured accordingly for the contractually agreed telecommunications services.

2. TeleData expressly points out that a reconfiguration of the hardware by the customer or third parties may cause the hardware not to function properly and that, as a result, contractually agreed functionalities are impossible, restricted or differ from the agreed ones. **In particular, changing the configuration may impair or even rule out the possibility of emergency calls.**
3. If a customer reconfigures the hardware provided, TeleData is not liable for the resulting damage and defects. The exclusion of liability also applies to a possibly unsuccessful emergency call.
4. The above applies accordingly if the customer installs new software on the hardware provided to him.

§ 36 Emergency call

1. TeleData meets the legal requirements regarding emergency calls under numbers 110 and 112. The call is forwarded to the emergency call center, which is responsible for the address specified by the customer in the contract with TeleData. Only if the specified name and address are correct at the time of the emergency call, proper emergency call functionality, in particular the accessibility of the nearest fire department or police station, can be guaranteed.
2. If the customer wants to make an emergency call for a location other than the specified address (e.g. for nomadic use), emergency call supply is only possible if the caller informs the emergency call center of his location and name. So-called "rattle calls" are not possible in this case. If emergency calls are triggered during nomadic use, costs may also be raised due to the alarm being sent to a local emergency call point that is not responsible, e.g. because the fire brigade is sent out at the wrong location. With nomadic use, the customer is obliged to pay for follow-up costs through emergency calls outside the specified address.

Part D:

Special provisions for the provision of data connections

§ 37 Scope

1. These special provisions for the provision of data connections (transmission paths) apply to business relationships within the scope of the provision of transmission paths by TeleData.
2. In the event of deviations from the general provisions, these special provisions take precedence over the general provisions.

§ 38 Transmission path

1. Within the scope of the existing technical and operational possibilities, TeleData will provide one or several transmission paths with an average availability of 99% per year, averaged over a period of one year.
2. The transmission path ends at the transfer point, which determines the transfer of risk from TeleData to the customer. TeleData will provide corresponding termination equipment which is installed at a suitable location at the customer, but not necessarily at the transfer point. The cable within a building from the termination equipment to the point of use is not included in the scope of services, but is laid at the customer's request for an additional fee.
3. As part of the provision, an order processing/commissioning protocol of one or more transmission paths is established, documenting the transfer of the transmission path between the contracting parties.
4. The transmission path to the transfer point and the termination equipment are and remain the property of TeleData.
5. Only TeleData is authorized to carry out work for the installation and operation of the data transmission lines up to the transfer point and at the termination equipment. TeleData reserves the right to award works to third parties.

Part E:
Special provisions for consulting and additional services

§ 39 Scope

1. These special provisions for consulting and additional services apply to all contracts between TeleData and the customer, including in part or exclusively, consulting services (consulting) or other previously not specified services from TeleData (additional services).
2. In the event of deviations from the general provisions, these provisions take precedence over the general provisions.

§ 40 IT consulting

As part of the IT consulting services, TeleData provides individual consulting services to the customer for a separate fee and on the basis of a separate order/contract.

§ 41 Additional services

TeleData may agree with the customer to provide for a separate fee additional services that are not part of the standard TeleData product portfolio.

Part F: Special provisions for house cabling

§ 42 Scope

1. The following provisions of TeleData regulate the installation, operation and maintenance of a house connection and house cabling. They apply in addition and complementarily to the GTC of TeleData, as well as to the other Special provisions insofar as reference is made to these below.
2. **They only apply if the contractual services of TeleData are rendered via their broadband network, i.e. over the fibre optic or coaxial cable network of TeleData. TeleData will be glad to provide information verbally or by telephone during business hours, whether this is the case at the customer.**
3. If the customer wants TeleData to set up and/or modernize his house cabling, he may conclude a separate contract with TeleData.

§ 43 House connection

1. A prerequisite for the performance of TeleData is a house connection to the broadband network and house cabling that meets the technical requirements of the services (cabling from the house transfer point to the junction box). TeleData therefore reserves the right to reject follow-up applications if the requirements are not met.
2. TeleData is entitled to make a contract dependent on the payment of a building cost subsidy if an area is not yet covered by their broadband network.
3. The house connection connects the broadband network of TeleData to the house wiring using a transfer point located in the customer's house. The house connection includes a house transfer point (HTP). TeleData will install a HTP for defined coverage areas (e.g. a residential building) as termination of their broadband network on the property where the customer wants to use the service.
4. TeleData will provide the customer with the HTP not for sole use, but for shared use with other customers. The customer will undertake to give other customers in the supply area of the transfer point the opportunity to use the HTP as a customer of TeleData.
5. The type and location of the house connection are determined by TeleData or by its agents in coordination with the customer and safeguarding his justified interests.
6. The HTP belongs to the operating equipment of TeleData or a third party and is their property; the customer shall not acquire ownership of the HTP. The HTP is only a constituency of the respective property in accordance with § 95 BGB.
7. HTPs are only built, maintained, renewed, cut off and removed by TeleData or its agents. TeleData is entitled to temporarily suspend the operation of the HTP as far as this is necessary to carry out work required for operations (e.g. maintenance, installation or conversion work), to rectify/avoid malfunctions or on grounds of public security.
8. HTPs shall be accessible and protected against damage. The customer shall create the constructional prerequisites for the safe setting up of the HTP. He shall not take action on the HTP.
9. TeleData shall be informed immediately of any damage of the house connection, in particular of missing seals.
10. If additional equipment is required for the supply, the customer will provide free of charge the space and the electricity required for the duration of the supply.
11. The customer
 - a) shall not carry out or have carried out by third parties any maintenance or modification work on the TeleData broadband network up to the HTP. This also includes the connection of the house cabling to the transfer point;

b) shall give TeleData the opportunity to realize their right to block another customer's cable connection or to remove the block by taking technical measures in the house cabling.

12. If the customer is not the property owner, he has to obtain the approval of the property owner or another relevant rights owner for the house connection and any house installation that may be necessary.
13. If services are not provided within twelve (12) months after signing the contract due to other lack of cooperation of the house owner or another rights owner, either party is entitled to withdraw from the contract, but TeleData only after a written reminder to the customer with a reasonable deadline of at least 14 (fourteen) days.

§ 44 House cabling

1. The customer is responsible for the proper installation, expansion, modification and maintenance of the house cabling (hereinafter also referred to as the "customer system") from the HTP to the junction box. If he has rented or has made available for use the customer system to a third party, he is still fully responsible in addition to the third party. The customer may carry out the setting up, expansion and modification in accordance with the following paragraphs (2) to (5) or have it carried out by a third party. He can also instruct TeleData to perform these services, if necessary, pursuant to a separate contract.
2. Parts of customer systems can be sealed by TeleData to prevent manipulation. The equipment required is to be provided by the customer according to the specifications of TeleData. The removal or damage of the seals affixed by TeleData to their part of the system can be prosecuted as property damage or a document offence.
3. To ensure trouble-free operation, terminal devices must be officially approved (e.g. VDE mark, GS mark).
4. Systems and receiving devices are to be operated in such a way that disturbances caused to other customers and feedback disturbances caused to TeleData or third party equipment are excluded. If the customer fails to rectify any defects in the customer system despite repeated requests from TeleData, TeleData is entitled to discontinue their services and to terminate the contract without observing deadlines.
5. The customer's system shall technically meet the protection requirements in accordance with the Act on the Electromagnetic Compatibility of Equipment (EMVG) or comply with the regulations on the technical specifications for radio signal reception and distribution systems (EVA).

§ 45 Right of access

The customer shall grant the TeleData representative access to his HTP in his spaces or on his property at any time during normal business hours after appropriate appointment arrangement, insofar as this is necessary for the inspection of the technical equipment, for exercising other rights and obligations according to the GTC and these Supplementary General Terms and Conditions, in particular for determining tariff assessment bases or the usage fees due to TeleData.

§ 46 Services provided by third parties

Services according to these house cabling GTC may also be provided by an affiliated company of TeleData according to §§ 15 ff AktG (Companies Act) and billed to the customer by this company.

Part G: Special provisions for the retransmission of broadcasting signals

§ 47 Scope

The following provisions of TeleData regulate the retransmission of broadcasting signals in the cable network of TeleData and related services. They apply in addition and complementarily to the GTC, as well as to the other Special provisions insofar as reference is made to these below.

§ 48 Technical requirements

For technical reasons, broadcasting signals are only distributed by TeleData in the broadband network. Customers who are not connected to the broadband network of TeleData cannot obtain this service from TeleData. During their business hours, TeleData will be glad to provide information, verbally or by telephone, as to whether a customer is or can be connected to the broadband network.

§ 49 Obligation to register with the Contribution Service of ARD, ZDF and Deutschlandradio

A contract with TeleData does not release you from the obligation to register with the Contribution Service of ARD, ZDF and Deutschlandradio.

§ 50 Scope of services

1. Depending on the content of the contract, TeleData will transfer the following broadcasting signals at the house transfer point (HTP):
 - a) Radio and television programs that are broadcast by technical broadcasting stations and that can be received in a technically sufficient quality at the location of the central reception equipment of TeleData using conventional antennas (basic service);
 - b) the extension to additional analog and digital programs, as well as pay TV programs and interactive services.
2. There is no entitlement to broadcasting of a specific program beyond the basic service.
3. TeleData will transmit the programs only for as long as they are allowed to do so due to the commitment to laws, national and international agreements, contracts and decisions by third parties (e.g. Land Media Institutes and program providers/suppliers).
4. If TeleData offers pay-TV programs and video-on-demand services, the customer will use them only for a separate fee in accordance with the currently valid price lists.
5. In the event of service disruptions or restrictions by broadcasting companies or satellite operators or other suppliers whose signals are processed by TeleData, the customer is not entitled to reduce the monthly fee. Disruptions that exceed an uninterrupted duration of ten (10) days are excluded.
6. If a channel ceases broadcasting, there may be unannounced cuts in the range of programs. In this case, TeleData will endeavour to provide an equivalent program replacement. Para 5 Sentence 1 will apply accordingly.
7. A suitable receiver is required to receive digital programs.
8. If, in the case of optical fibre products, digital television and radio are also included in the scope of services of TeleData, their parallel use will have no effect on the Internet access services provided to the customer.

§ 51 Special provisions for Pay-TV

1. For a separate fee and subject to the following provisions, TeleData optionally grants the customer access to encrypted pay-TV programs that are offered as individual programs or program packages in accordance with the price list.
2. For the type, scope and prices of the pay-TV services, refer to the TeleData price lists and brochures.
3. A cable receiver with the appropriate encryption module (Conditional Access Module) and a smart card issued and activated by TeleData are required to access these encrypted programs. The smart card is handed over to the customer upon activation of the service. If the smart card is lost, TeleData will be entitled to charge the customer € 30.00. The customer is free to prove that TeleData has suffered no or less damage.
4. Upon termination of the contract, the smart card shall be returned to TeleData Friedrichshafen GmbH, Kornblumenstraße 7, 88046 Friedrichshafen, within 14 (fourteen) days after the end of the contract, otherwise the customer will be charged € 30.00 for the smart card. The customer is free to prove that TeleData has suffered less or no damage.
5. Contrary to § 17 Paragraph 2, a contract for Pay TV can be terminated with one month's notice at the end of the respective next month, unless otherwise agreed for the respective Pay TV package.
6. Pay-TV services are generally only provided if the customer has granted TeleData a direct debit authorization, also including the purchase price for the cable receiver in addition to all charges incurred, if applicable.

§ 52 Duties and obligations of the customer

1. The customer may not grant adolescents under the age of 18 access to adult programs.
2. The broadcasting signals may only be received for private purposes. If the customer wants to use the broadcasting signals for commercial purposes (e.g. in hotels, sports bars, restaurants, coffee bars, fitness studios), he has to conclude a separate agreement with TeleData. TeleData points out that in this case the customer may have to conclude additional contracts with the relevant collecting societies in order to meet his copyright obligations.
3. The customer is not entitled to leave a cable receiver (set-top box) to third parties (not even for repair purposes) nor to connect it to a cable connection other than his own. The customer is not entitled to intervene in the software or hardware of a cable receiver provided. The provided cable receiver must not be installed outside the TeleData coverage area.

§ 53 Supplementary payment terms

1. The usage-based fees for the called-up video-on-demand (VoD) broadcasts or for other services will be charged by TeleData together with the basic price for the broadband services.
2. The customer is liable in full for the fees for VoD broadcasts and other services that have been ordered or received for his cable receiver.
3. If the customer will be in default with payment of the owed fee for two (2) consecutive months, TeleData is entitled to discontinue the services after a previous payment request (reminder) and to terminate the contract with immediate effect. In this case, the

customer shall return a provided smart card, if any, to TeleData.

Part H: Special provisions for the purchase and hire of hardware

§ 54 Transfer of ownership upon purchase

Ownership of the goods sold by TeleData shall not be transferred to the purchaser until full payment of the purchase price.

§ 55 Transfer of risk upon purchase

If it is not a purchase of consumer goods (purchase by a consumer), the customer bears the transport or shipping risk, the risk is transferred to the customer as soon as TeleData has handed over the goods to the person specified to carry out the shipment or to the company designated for execution.

§ 56 Warranty and liability

If an object sold by TeleData is defective, TeleData initially has the right to supplementary performance, in particular to rectify the defect or to deliver a replacement device free of defects. If the subsequent performance fails within a reasonable period of time, the customer can either request a reduction of the purchase price or withdraw from the purchase contract. If it is not purchase of consumer goods, the customer shall report obvious errors to TeleData within a maximum of 14 days from delivery. This deadline is deemed to be met if the complaint is sent in time.

If it is not a purchase of consumer goods, the warranty period is one year.

If equipment rented from TeleData is defective or a guaranteed property is missing that significantly impairs its use according to this contract, the customer will be entitled to request the repair from TeleData. Instead of repair, TeleData can also provide an equivalent replacement device. The strict liability of TeleData for damages in accordance with § 536a BGB for any defects existing at the time of signing the contract is excluded.

Any damage caused by improper handling or force majeure is not covered by the warranty. The correct treatment is determined according to the information provided by the manufacturer and TeleData.

Devices and device parts that TeleData has exchanged as part of subsequent performance become their property.

In the case of a borrowing, the statutory regulations apply.

TeleData GmbH

Official
sample withdrawal form

(If you want to withdraw from the contract, please complete this form and send it back.)

To TeleData GmbH, Kornblumenstr. 7, 88046 Friedrichshafen, Telefax no.: 07541 5007 110, e-mail: info@teledata.de.

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the provision of the following service
-, ordered on _ .20 _(*)

Name of the consumer(s)

Address of the consumer(s)

Date, signature of the consumer(s)

(*) Complete or delete as applicable

Annex 1: Boniversum information according to art. 14 GDPR (General Data Protection Regulation)

When concluding contracts and, in certain cases also for existing customers if there is a justified interest, TeleData regularly check their customers' creditworthiness. For this purpose, they work together with Creditreform Boniversum GmbH, Hellersbergstrasse 11, 41460 Neuss that is providing the data required. On behalf of Creditreform Boniversum, TeleData already share the following information in advance according to Art. 14 EU GDPR with:

Creditreform Boniversum GmbH is a consumer credit agency. They operate a database where credit information about private individuals is stored.

On this basis, Creditreform Boniversum provide credit information to their customers. Customers include, for example, credit institutions, leasing companies, insurance companies, telecommunications companies, receivables management companies, mail order, wholesale and retail companies and other companies delivering or providing goods or services. Within the scope of the statutory provisions, part of the data available in the information database is also used to supply other company databases, including the use for address trading purposes.

In particular, information about the name, the address, the date of birth, possibly the e-mail address, the payment behavior and the ownership structure of persons are stored in the Creditreform Boniversum database. The purpose of processing the stored data is to provide information on the creditworthiness of the person requested. The legal basis for the processing is Art. 6 Para. 1f EU GDPR. According to this, information on this data may only be given if a customer shows in a plausible manner a justified interest for the information. If data is transferred to countries outside the EU, this is done on the basis of the so-called "standard contractual clauses" that can be viewed and requested under the following link:

<http://eur-lex.europa.eu/legal-content/DE/TXT/PDF/?uri=CELEX:32001D0497&from=DE>

einsehen oder sich von dort zusenden lassen können.

The data will be stored for as long as their knowledge is necessary to fulfil the purpose of the storage. This is usually necessary for a storage period of initially four years. After expiry, it is checked whether storage is still necessary, otherwise the data will be deleted exactly to the date. In the event of a matter being resolved, the data will be deleted exactly three years after completion. Entries in the record of debtors are deleted exactly to the date after three years from the date of the entry request in accordance with § 882e ZPO (Code of Civil Procedure). For further details, please refer to the "Code of conduct for the time limits for checking and deletion of personal data by the German credit agencies" by the association "Die Wirtschaftsauskunfteien e.V."

Legitimate interests as defined by Art. 6 Para. 1f EU GDPR may be: Credit decision, business initiation, shareholding, claim, credit check, insurance contract, enforcement information.

You have the right to request information about the personal data stored from Creditreform Boniversum GmbH. If the data stored about you is incorrect, you have the right to any such data being corrected or deleted. If it cannot be determined immediately whether the data is incorrect or correct, you have the right to blocking of the respective data until clarification. If your data is incomplete, you can request integration of the data.

If you have given your consent to the processing of the data stored at Creditreform Boniversum, you have the right to withdraw this consent at any time. The revocation does not affect the legality of the processing of your data based on your consent up to a possible revocation.

If you have any objections, requests or complaints about data protection, you can contact the Creditreform Boniversum data protection officer at any time. He will help you quickly and in a trustworthy manner in all questions regarding data protection. You may also complain about the processing of data by Boniversum to the data protection officer responsible for your federal state.

The data that Creditreform Boniversum has stored about you comes from publicly accessible sources, collection agencies and their customers.

Creditreform Boniversum calculates a score of your data in order to describe your creditworthiness. The score includes data on age and gender, address data and, in some cases, payment history data. This data is integrated into the score calculation with different weightings. Customers of Creditreform Boniversum use the score values as an instrument when making their own credit decisions.

Right of objection:

The processing of the data stored by Creditreform Boniversum takes place for compelling reasons worth protecting of creditor and credit protection, which regularly outweigh your interests, rights and freedoms, or serves to assert, exercise or defend legal claims. You can only object to the Creditreform Boniversum processing of your data for reasons that arise from a special situation that must be proven. If there are demonstrably such special reasons, the data will no longer be processed there.

Responsible as laid down in art. 4 No. 7 EU-GDPR is Creditreform Boniversum GmbH, Hellersbergstr. 11, 41460 Neuss. Your contact in our company is the Consumer Service, phone: 02131 36845560, Fax: 02131 36845570, e-mail: selbstauskunft@boniversum.de.

You can contact our data protection officer via the following contact data: Creditreform Boniversum GmbH, Datenschutzbeauftragter, Hellersbergstr. 11 41460 Neuss, e-mail: datenschutz@boniversum.de