

# General Terms and Conditions T-DSL



## 1 Subject matter of terms and conditions

In conjunction with the German Telecommunications Customer Protection Ordinance, the following contractual conditions set forth the terms governing the provision of TDSL on:

- T-Net lines (T-DSL with T-Net),
- T-ISDN multi-terminal lines (T-DSL with T-ISDN)
- T-ISDN PABX lines as a basic access (T-DSL with TISDN) and
- existing T-ISDN universal lines (1TR6 protocol) as a basic access (T-DSL with T-ISDN)

of **Deutsche Telekom AG**, T-Com (hereinafter referred to as T-Com). The German Telecommunications Customer Protection Ordinance shall apply even if it is not expressly referred to in the following terms and conditions.

With T-DSL, T-Com enables the customer to have fast access to the Internet.

The provision of the pertinent line and the DSL modem as well as the provision of an Internet access via an Internet service provider are not the subject matter of this agreement.

## 2 Scope of services provided by T-Com

The scope of the contractually agreed services shall be based on the service specifications and any agreements of the parties referring hereto.

## 3 Duties and obligations of the customer

In particular the customer has the following obligations:

- a) The prices agreed on shall be paid on time in accordance with the price list. For any check not paid or any direct debit not honored or returned, the customer shall reimburse T-Com for the costs incurred to the extent that the customer was responsible for the event giving rise to the costs.
- b) Any electricity needed for installation, operation and maintenance and, if required, the potential equalization including earthing shall be provided by the customer at his own expense.
- c) Any costs incurred by T-Com for checking its equipment following submission of a fault report shall be reimbursed if the fault was not in T-Com's equipment and this could have been recognized by the customer if he had made a reasonable effort to find the fault.

## 4 Use by third parties

The customer is not permitted to make T-DSL available to, or sublease it to, third parties for their exclusive use without the prior consent of T-Com.

## 5 Terms of payment

5.1 Starting on the day on which the service is initially provided

ready for operation, monthly charges shall be payable for the rest of the month on a pro rata basis. Afterwards, these charges shall be paid on a monthly basis in advance.

If the price is to be calculated for parts of a calendar month, 1/30 of the monthly charge shall be due for each day.

The full monthly price shall be charged if the customer terminates the agreement within less than 30 calendar days after the effective date of the agreement; this shall not apply to any termination for good cause.

5.2 Other charges shall be payable after the relevant service has been performed.

5.3 The amount due must be credited to the account specified in

the bill no later than on the tenth day after receipt of the bill, or the competent accounting office must have received a check for the amount shown on the bill by that date. In the event that the customer furnishes a direct debit authorization, T-Com shall debit the agreed account with the billed amount.

## 6 Changes in the prices, service specifications and general terms and conditions

6.1 In the case of prices, service specifications and general terms and conditions that have been approved or reviewed by the Bundesnetzagentur, T-Com is obligated to charge only those prices that have been approved or reviewed by the German Bundesnetzagentur.

Agreements on services containing prices other than those that have been approved or reviewed shall be effective, provided that the approved price replaces the agreed price. T-Com shall inform the customer in writing of any changes in prices, service specifications and general terms and conditions approved or reviewed by the Bundesnetzagentur. This shall also apply to services whose prices consist of approved or reviewed prices, provided that the change was based exclusively on a change in the approved or reviewed prices, service specifications or general terms and conditions.

In the event of an increase in price or other changes to the disadvantage of the customer, the customer may terminate the agreement effective from the time the change goes into effect. T-Com shall make specific reference to this special termination right in the letter notifying the customer thereof. Notice of termination must be received within six weeks after receipt of the notification.

6.2 If T-Com intends to change any other prices or change the general terms and conditions or service specifications, the customer shall be informed of the proposed change in writing. The changes shall be deemed to be accepted if the customer does not object in writing. Deutsche Telekom shall make specific reference to this consequence in the letter notifying the customer thereof. The objection must be received within six weeks after receipt of the notification. If the customer makes use of his right to object, the changes proposed by T-Com shall be deemed to be rejected. The agreement shall then continue without the proposed changes. This shall be without prejudice to the right of the parties to terminate the agreement.

## 7 Delay in payment

7.1 If the customer is in arrears with a significant amount due, TCom shall have the right to bar the T-DSL at the customer's expense. In this case, the customer shall still be required to pay the monthly charges.

7.2 In the event that the customer is in default

- a) in the payment of charges, or a significant part thereof, for two consecutive months, or
- b) for a period of more than two months in the payment of an amount corresponding to, or exceeding, the basic monthly charge for two months, T-Com shall have the right to terminate the agreement without notice.

7.3 T-Com reserves the right to assert any other claims arising from a default in payment.

7.4 If T-Com fails to perform the service on time, liability shall be in accordance with the provisions of the German Telecommunications Customer Protection Ordinance. The customer shall be entitled to withdraw from the agreement only if T-Com fails to perform the service within an additional reasonable period of time granted by the customer, which must be at least two weeks.

## 8 Termination

8.1 The agreement may be terminated by either party with effect from the end of any weekday. For any termination to be effective, a written notice of termination must be received by the responsible T-Com customer branch office or by the customer at least six weekdays prior to the date of termination. Saturdays are not deemed to be weekdays.

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If the customer terminates the agreement within 30 calendar days after the service has been provided ready for operation, he shall pay the monthly charge for one month.

8.2 If the customer terminates the agreement before the line or additional services have been provided and are ready for service or before agreed modifications have been carried out, he shall reimburse T-Com for any expenses incurred for the work performed or for removing telecommunications equipment already installed where this becomes necessary due to the termination of the agreement, but not more than the price agreed on for the installation or modification.

8.3 The agreement on T-DSL shall end when the agreement on the pertinent line is terminated.

8.4 This shall be without prejudice to the right to terminate the agreement for good cause.

## **9 Miscellaneous**

9.1 If the customer in turn uses the contractually agreed services to provide telecommunications services for the public, the "Additional Terms and Conditions for Providers of Telecommunications Services for the Public" shall apply in addition.

9.2 The customer shall have the right to transfer the rights and obligations under this agreement to a third party only with the prior written consent of T-Com.

9.3 The provisions of the German Product Liability Act shall remain unaffected.

9.4 The contractual relations between the parties shall be subject to German law.

This translation is not the authentic text. The German version shall be part of the agreement.