

# General Terms and Conditions Telephone Service (T-Net Lines and T-ISDN lines).



## 1 Subject matter of terms and conditions

In conjunction with the German Telecommunications Customer Protection Ordinance, the following terms and conditions set forth the terms governing the provision of telephone and ISDN lines of **Deutsche Telekom AG**, T-Com (hereinafter referred to as T-Com) and the use of connections set up by T-Com from these T-Net and T-ISDN lines.

## 2 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) The customer shall provide T-Com's employees with access to his property and any buildings located thereon at his own expense, to the extent that this is necessary to complete testing, installation and maintenance work.
- c) 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.
- d) The line provided may not be misused; in particular, users shall refrain from making threatening or malicious calls and shall neither convey information to any callers that is illegal or in violation of accepted moral standards nor make any reference to such information.  
This shall include in particular information that as defined in §§130, 130a and 131 of the German Penal Code (Strafgesetzbuch) incites hatred and violence against segments of the population, leads to criminal offences or glorifies or trivializes violence, is sexually offensive, is pornographic for the purposes of § 184 of the Penal Code, is apt to seriously endanger the moral welfare of children or youths, or affects their general welfare, or could damage the reputation of T-Com.
- e) 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.
- f) All maintenance and modification work on the line may only be performed by T-Com.
- g) Components of the telephone / ISDN network shall not be overloaded as a result of excessive use of the line.
- h) It must be ascertained before making use of the call-forwarding facility that the subscriber to the line to which calls are to be forwarded agrees to this.
- i) When making use of telephone conferences, participants must be informed at the beginning of said conferences, for data protection reasons, that an operator is at times, or constantly, present during the conference or that the conference is being recorded if the customer has requested these services from T-Com.
- j) Personal identification numbers (PINs) may not be disclosed, and the customer must change them or have them changed by T-Com without undue delay if he suspects that they have been disclosed to unauthorized third parties.

## 4 Use by third parties

The customer shall also pay the charges incurred as a result of authorized or unauthorized use of the access by third parties provided that the customer is responsible for this use.

## 5 Terms of payment

- 5.1 T-Com shall bill the customer for the calls made via T-Com unless otherwise agreed between the customer and T-Com.
- 5.2 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.
- 5.3 Other charges, in particular, call charges, shall be payable following the performance of the service.
- 5.4 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 accounts receivable 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 Deadline for objections

Any objections to the call charges or other usage-dependent charges of T-Com shall be lodged in writing immediately after receipt of the bill with the customer branch office of T-Com specified in the bill. T-Com must receive objections within eight weeks after the date of the bill. If the customer fails to raise the objections in time, the bill shall be deemed to be accepted; T-Com shall make specific reference in the bills to the consequences of failing to raise an objection in time. This stipulation shall be without prejudice to any legal claims the customer has in the case of objections filed after the deadline.

## 7 Changes in prices, service specifications and general terms and conditions

- 7.1 In the case of prices, service specifications and general terms and conditions that have been approved or reviewed by the German Regulatory Authority for Telecommunications and Posts (RegTP), T-Com is obligated to charge only those prices that have been approved or reviewed by the German Regulatory Authority for Telecommunications and Posts.  
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 German Regulatory Authority for Telecommunications and Posts. 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.

7.2 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. T-Com 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.

## 8 Delay in payment

8.1 If the customer is in arrears with an amount of at least seventy-five euros and no security has been provided, T-Com may bar the line at the expense of the customer and in accordance with § 19 of the German Telecommunications Customer Protection Ordinance. In this case, the customer shall still be required to pay the monthly charges.

8.2 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.

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

8.4 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.

## 9 Failure to meet the stipulated installation date

9.1 If T-Com fails to comply with a commitment to install a line by the date stipulated in a written acknowledgement of order, the amount stipulated below shall be credited to the customer:

- a) for a T-Net line or a T-Net emergency call line
  - EUR 10.23 in the event of a delay of one to ten weekdays;
  - EUR 20.45 in the event of a delay of eleven to twenty weekdays;
  - EUR 33.24 in the event of a delay of more than twenty weekdays;

b) for a T-ISDN basic access

- EUR 20.45 in the event of a delay of one to ten weekdays;
- EUR 40.91 in the event of a delay of eleven to twenty weekdays;
- EUR 66.47 in the event of a delay of more than twenty weekdays;

c) for a T-ISDN primary rate multiplex access

- EUR 30.68 in the event of a delay of one to ten weekdays;
- EUR 61.36 in the event of a delay of eleven to twenty weekdays;
- EUR 102.26 in the event of a delay of more than twenty weekdays.

Saturdays are not deemed to be weekdays. The amount shall be credited to the customer even if installation is postponed to a later date by mutual consent at the request of T-Com. The credit shall not be granted if the delay is attributable to the customer.

9.2 T-Com shall offset the credit against amounts due on the basis of this agreement.

9.3 This shall be without prejudice to any compensation claims of the customer.

## 10 Termination

10.1 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 consumer branch office or by the customer at least six weekdays prior to the date of termination. Saturdays are not deemed to be weekdays.

10.2 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.

10.3 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.

## 11 Miscellaneous

11.1 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.

11.2 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.

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

11.4 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.