



GENERAL TERMS AND CONDITIONS OF BUSINESS OF eety

for telecommunications services
and related services (Service GTC).

Applicable to new contracts and to
extensions of contract as from 01.10.2016

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1. DEFINITIONS

1.1 The most important definitions - quickly and simply explained.

eety: eety is a brand of Hutchison Drei Austria GmbH.

Customer: Any natural person or legal entity who has entered into a contract with eety for the use of Services. In the event that insolvency proceedings are opened over the assets of such person (without any self-administration of the insolvency), the insolvency administrator shall be deemed the Customer.

Service(s): The services provided by eety, which can be used primarily via mobile telephony or provided by eety via other technologies (e.g. Internet), as well. Through some of eety's Services, the Customer may obtain access to other networks and other third-party services. With respect to third-party services and the conclusion of contracts with third parties, the terms and conditions of such third parties shall govern exclusively.

KSchG: Austrian Consumer Protection Act [Konsumentenschutzgesetz], BGBl. 1979/140, as from time to time amended.

TKG: Austrian Telecommunications Act [Telekommunikationsgesetz], BGBl. 2003/70, as from time to time amended.

SIM Card: A chip card belonging to eety, which facilitates activation and permits eety to provide its Services.

ALL ABOUT THE CONTRACT.

2. ELEMENTS AND SUBSTANCE OF THE CONTRACT

2.1 What services does eety provide?

eety provides the Services pursuant to its GTC – Services, as from time to time amended, and the service-specific rules comprehensively set out in the service specifications, tariff rules and application forms. These documents are available at eety's sales offices, and will be forwarded to the Customer upon request; they can also be viewed on the Internet at www.eety.at.

2.2 Can I obtain individual modifications to the terms and conditions?

eety's employees and representatives have no authority to enter into individually tailored agreements with Customers or to accept terms and conditions of Customer departing from these GTC. This limitation only applies to consumers within the meaning of the KSchG where eety has expressly pointed this out in its application form and the consumer is aware of the limitation. Informal declarations by staff members and representatives of eety will be valid provided that valid agency authority is present in each case or the consumer is unaware of any defect or lack of any such agency authority

2.3 What contractual elements make up my contract with eety?

The substance of the specific contract with a Customer is made up of the Customer's order (application form), the applicable service specification, the tariff information document (including service fees) and these GTC – Services. In the event of conflicts, the document referenced earlier in this list shall take precedence.

2.4 As an existing eety Customer, can I also use new Services?

The Customer can make use of new Services on the terms and conditions of his existing contract. However, eety does reserve the right to premise the Customer's use of additional Services on entering into an agreement with respect to additional terms and conditions of use and/or fees. In such case, the Customer will be informed either in writing or electronically (by e-mail or via an existing eety Service) with respect to the new Service, the new terms and conditions of use and/or fees. If, after having received such information, the Customer utilises the new Service, the Customer is thereby deemed to accept the terms and conditions of use and fees.

2.5 Can I assign my contract to someone else?

Rights and obligations under the Customer's contract may only be assigned to a third party with eety's prior consent.

Any discounts, allowances or similar benefits (e.g. webshop bonus, credits etc.) granted to the Customer may only be used in connection with the specific contract relationship for which they were granted. Furthermore, they are neither assignable nor redeemable for cash

3. FORMATION AND COMMENCEMENT OF CONTRACT

3.1 How is the contract with eety formed?

Unless otherwise agreed, the contract between the Customer and eety arises when the Customer places an order (offer) and eety accepts it. In cases involving the use of eety's Services by means of a value card, the Customer's activation of the eety SIM Card and associated activation of the Services are deemed the equivalent of placing an order. Otherwise, the Customer may place an order in writing, by telephone or electronically.

3.2 How is my order confirmed?

The Customer confirms his order immediately by forwarding a completed, signed application form, the eety Service Application, to eety. Where Customers utilise eety's Services by means of a value card, Customers will have the option of confirming their orders by forwarding a completed, signed application form and registering in this way

3.3 How does eety accept an order?

eety accepts orders by executing them (delivery and/or activation of Services), shipping the goods ordered or forwarding a written declaration of acceptance (commencement of contract).

3.4 What deadlines apply in connection with rejection or acceptance of a contract?

Within a period of 3 business days, eety will forward a rejection notice, together with the grounds thereof, or a written declaration of acceptance to the Customer. In the distance-selling context, eety will forward a notice of rejection, with grounds thereof, or any written declaration of acceptance within the cancellation periods set out in 6.2 (14 days).

3.5 How quickly are the Services activated for our eety Customers?

The activation of Services for a Customer will be carried out within 3 business days from the submission of an offer. In the distance-selling context and in connection with the delivery of end devices via logistics partners, the Customer triggers the activating process by means of a call (a so-called Initial Call); automatic unlocking will take place (in any event) 5 business days from the date the device was delivered.

3.6 What does a binding offer for corporate entities look like?

Offers by eety to business entities are only binding where expressly designated as a binding offer, prepared in writing and signed by eety by its proper corporate signatories.

4. REJECTION OF AN ORDER

4.1 Can eety reject a Customer's order?

eety may reject the order of a registered Customer for the following reasons:

4.1.1 For business reasons, in particular

- where doubts arise as to the Customer's creditworthiness,
- where doubts arise as to the identity of the Customer,
- where the data provided at the time of the order are incomplete or incorrect,
- where the Customer has not indicated an Austrian address for delivery or for invoicing,
- where a contract with that Customer has already previously been extraordinarily terminated by eety or
- the Customer is in default with payment under another contract for eety's Services.

4.1.2 For legal reasons, e.g.

- where the Customer lacks legal capacity,
- where the justified suspicions arise that the Customer is using or may use eety's Services wrongfully or with the intention to defraud.

4.1.3 For technical reasons.

5. CREDIT CHECK, SECURITY PAYMENT AND LIMITATIONS ON SERVICES

5.1 How does eety carry out a credit check?

The Customer is deemed to expressly consent to a check of his creditworthiness and, to this end, is deemed to grant his consent (which may be revoked at any time free-of-charge) to disclosure of his master data and date of birth, subject to the provisions of applicable law (TKG 2003, Data Protection Act DSG 2000) to credit protection associations, banks and commercial businesses authorised by the public authorities to carry on the trade of credit information broker (sec. 152 Austrian Trade Regulations [German acronym: GewO]).

5.2 What advance payments can eety require from an applicant?

eety may premise its acceptance of any order on the provision of security or a reasonable advance payment and may specify the form of security to be provided (e.g. bank guarantee).

5.3 Can eety impose limitations on the agreed scope of Services?

Where the Customer's usage of eety's Services is unusually high, i.e. the current charges not yet due for payment exceed twice the monthly average amount of that Customer's previous invoices, eety may impose limits on the scope of its Services for such Customer (e.g. in respect of added value or roaming services) and request that Customer to provide an advance payment or provide security.

The same rule shall apply wherever eety has well-founded doubts as to the Customer's ability to pay, in particular where the financial situation of the Customer has deteriorated or is at risk of deteriorating.

6. CANCELLATION RIGHTS FOR CONSUMERS

6.1 What are the circumstances under which I may cancel the contract?

Customers may cancel the contract if they are consumers within the meaning of the KSchG and the contract was entered into in the context of door-to-door sales (under sec. 3 KSchG) or distance sales (under sec. 11 of the Austrian Distance Sales Act, German acronym: FAGG), and that the case is not one covered by sec. 18 FAGG (e.g. agreed commencement of execution of Services and complete contract performance during cancellation period, unsealing of software, audio and video recordings, delivery of digital content not stored on physical data media, where the entrepreneur has commenced delivery prior to expiry of the cancellation period with the Customer's express consent).

6.2 What deadlines must be taken into account?

In the case of door-to-door sales, just as in the case of distance sales, the Customer may cancel the contract within 14 days from the date of contracting (in the case of purchase contracts: from the date the goods were received).

6.3 In what form must the Customer give notice of his cancellation of the contract?

A notice of cancellation may be given free of any particular form (despatch of such notice within the cancellation period suffices).

6.4 Who bears the costs of the return of goods?

The Customer bears the direct costs of returning the goods (sec. 4 (1) (9) FAGG).

7. CONTRACT AMENDMENTS

7.1 In what circumstances may a change or a termination of the Services agreed with eety occur?

A change in the legal environment and court or regulatory requirements may require eety to modify its Services or even to discontinue them.

7.2 Can there be legal consequences of such contract modifications for our Customers?

The Customer cannot derive any legal consequences from a change or a cessation of Services pursuant to clause 7.1, except in the case of mandatory claims for damages in favour of the Customer.

7.3 How are the GTC and the terms and conditions governing eety's charges amended?

Any amendments to these GTC and to its rules on charges which eety intends to implement will be communicated by publication in suitable form (e.g. in the Official Gazette to Wiener Zeitung or on the Internet at www.eety.at). With respect to amendments which do not solely benefit the Customer, a notification period of two months applies. The material substance and the effective date of such amendments not exclusively benefiting the Customer will be communicated to the Customer at least one month prior to entry into force. eety will do so in appropriate form, such as by an imprint on a periodic invoice. In such communication, eety shall furthermore comply with sec. 25 (3) TKG in drawing the Customer's attention to the fact that the Customer has the right to terminate the agreement free-of-charge on or before the effective date of the amendment. At the Customer's request, eety will forward the full text of such amendment to the Customer.

8. TERM AND TERMINATION OF CONTRACT

8.1 When may the contract be terminated and what deadlines must be observed?

To the extent the contract is not for the use of Services by means of a value card, a contract is made for an indefinite term and may be terminated in writing by either party upon 12 (twelve) weeks' notice to the end of any calendar month, unless expressly otherwise agreed.

8.2 May I terminate my contract prior to the expiry of the minimum contract term?

Where a waiver of termination is agreed (application form) for a particular period of time (maximum Initial Contract term of 24 months for consumers), ordinary termination by the Customer cannot be effective until such time as this period (counted as from the commencement of the contract) has fully elapsed.

8.3 May I extend an existing agreement?

With effect from the end of any agreed waiver of termination period, the Customer may apply for an extension of his existing Customer agreement. When he does so, he may avail himself of any offers of eety valid at this point in time by entering into a new waiver of termination (paragraph 8.2), and it should be noted that the GTC in effect as of the date of the new waiver of termination will apply.

Unless otherwise agreed, the following applies in respect of Customers who are deemed "entrepreneurs" within the meaning of the KSchG and who are required to observe a minimum contract term: Where no ordinary termination notice is given no later than 12 weeks prior to expiry of the contract, the parties shall each time be deemed to agree to a further fixed contract term of one year from the date on which the respective last fixed contract term expires.

8.4 Under what circumstances can a contract be rescinded with immediate effect?

Either party may terminate the contract at any time in writing with immediate effect for good cause. As to eety, good cause will, in particular, be deemed present

- 8.4.1** where the Customer is in default, despite having received a written warning (in which eety threatens to place a block on Services and has set a grace period of at least 14 days),
- 8.4.2** where, at the time of contracting, the Customer has provided incorrect details regarding his identity or his financial circumstances and eety would not have entered into the contract had it known of the correct details thereof,
- 8.4.3** in the event of death or incapacity of the Customer or in the case of liquidation if the Customer is a legal entity,
- 8.4.4** in the event of any improper or fraudulent use of the Services by the Customer, or use of such Services by the Customer in breach of paras. 16, 17 or 18.3, or where the Customer tolerates such use by a third party,
- 8.4.5** where the Customer breaches terms of his contract which are intended to ensure the maintenance of network or service functionality or to protect the rights of third parties,
- 8.4.6** where eety demands that the Customer remove end devices which cause disruptions or which are unapproved devices and the Customer does not immediately comply with such demand, despite impairment of the network or the Services or despite the fact that persons or assets are placed at risk thereby,
- 8.4.7** where the Customer does not comply within a reasonable time with a demand to provide security or make an advance payment pursuant to para. 5 hereof,
- 8.4.8** in the event of well-founded doubts as to the Customer's creditworthiness; in particular, because the Customer no longer holds a SEPA payment account,
- 8.4.9** where there has been a material deterioration in the Customer's financial circumstances, in particular where compulsory execution over the Customer's assets has been made to no avail, where an application for the opening of insolvency proceedings has been rejected or where insolvency proceedings are stayed (in each case: due to a lack of assets of the Customer covering costs), and in the case of declarations by the Customer that it is ceasing to make payments (in each case with respect to the Customer itself or any general partner of the Customer); this para. 8.4.9 shall only apply to Customers who are deemed 'consumers' within the meaning of sec. 1 KSchG in the event that the material deterioration in the Customer's financial circumstances entail a risk to the Customer's satisfaction of its liabilities to eety,
- 8.4.10** where, based on contracts with other network operators or where as a result of demands of public authorities, eety is obliged to place a block on an account; eety shall inform the Customer as to the grounds of the block,
- 8.4.11** in the event of a serious breach of any material contract obligation.
- 8.4.12** As to Customers which are 'entrepreneurs' within the meaning of sec. 1 KSchG, para. 8.5 shall apply subject to the proviso that, in the event insolvency proceedings are opened over the Customer's assets, sec. 25a of the Austrian Insolvency Regulations shall remain unaffected hereby.

8.5 What effects does extraordinary termination by eety have?

Where, prior to the expiry of an agreed minimum contract term, eety terminates the contract by extraordinary termination for good cause, then the Customer shall pay residual charges as of the date of contract termination. Calculation of residual charge: this is a fixed fee which would have arisen if the contract had continued for the period between the premature termination of the contract and the end of the period covered by the waiver of termination.

In the case of Customers who are deemed 'entrepreneurs' within the meaning of the KSchG and to whom a rebate of the periodic fixed charges has been granted, in the event of extraordinary termination or termination by mutual agreement, eety shall additionally be entitled to immediately invoice the Customer for an amount equal to the rebate previously granted as well as the rebate arising on the period running to the expiry of the minimum contract term.

SERVICES OF eety. WHAT SERVICES DO WE PROVIDE TO OUR CUSTOMERS?

9. GEOGRAPHICAL AVAILABILITY OF SERVICES

9.1 Where are our Services available?

The availability of eety's Services is geographically limited to the reception and transmission area (network coverage) of the mobile telephony network operated by eety within Austria. Prior to entering into any contract, the Customer shall inform himself regarding network coverage at his preferred locations. On eety's website, www.eety.at, the Customer shall have the option of verifying outdoor network coverage by entering specified locations.

9.2 Why aren't all of eety's Services available everywhere?

eety's service offers and the geographical availability of its Services outside eety's mobile network depend on the degree of network expansion of eety's national and international roaming partners and on the agreements existing between those roaming partners and eety.

9.3 Why is my end device's reception not the same everywhere?

eety expressly points out that mobile services are based on utilisation of radio waves and that the relevant details on network coverage can only be average predictive values regarding their spread. Actual reception will depend on a host of factors, some of which are outside of eety's control (e.g.: structural features of buildings, reception shadows cast by other buildings or geographical and atmospheric conditions).

10. TIME DURING WHICH SERVICES ARE AVAILABLE AND REPAIRS OF FAULTS

10.1 What measures does eety take in the event of technical disruptions?

Temporary outages of eety's mobile network which are of technical origin, disruptive impacts from other networks or delays in completing calls cannot be entirely ruled out. eety shall remediate any disruption or other technical fault without any culpable delay on its part as soon as eety learns thereof.

10.2 Are all of eety's Services available at all times and everywhere?

The availability of eety's "voice telephony and mobile data services" Services is 97%, averaged over the calendar year. Availability of other eety Services is in line with the current state-of-the-art. For purposes of maintenance or extension works needed for eety's operations, it may become necessary for eety to temporarily interrupt its Services. eety will keep any such interruptions to a minimum wherever possible, and will endeavour to carry them out at times of the day during which utilisation of its Services is ordinarily lower.

11. QUALITY OF SERVICES AND SECURITY IN EETY'S NETWORK

11.1 How is the quality of the network measured and verified?

eety performs all of its Services at all times with the greatest possible degree of care and in line with the current state-of-the-art. However, eety does not warrant the suitability of its Services or content for a particular purpose; in particular, these Services are not suitable for deployment in order to protect life and limb.

For purposes of quality assurance and network planning of our voice and data services, eety regularly carries out measurements of data traffic on its network. The information gleaned in this way regarding status and utilisation is used by eety to plan capacities and to increase the stability and quality of its network. The results it obtains from its systems show the rates of dropped calls, the rates of successfully completed calls, the rates of data throughput, the round-trip delay times as well as outages of individual system units. These procedures do not themselves have any impacts on the quality of eety's Services. For further details, see www.eety.at/Netzwerkplanung.

11.2 What can I do to ensure the security of my data?

In connection with some Services, the Customer has the option of storing data on eety's servers. eety operates and maintains its servers in line with the current state-of-the-art. For technical reasons, eety is unable to guarantee that such data will be available at all times and free of errors. In order to avoid any possible loss of data, the Customer shall regularly create back-up copies of his data and save them at another location. In the event of termination of the contract, eety shall no longer be obliged to provide its Services and shall thus be entitled to delete any data stored.

11.3 What measures does eety take to protect my data?

eety protects the data stored on its servers in line with the current state-of-the-art. However, eety is unable to prevent third parties from acting illegally to procure the ability to access data stored with eety and to make further use thereof. Any possible liability for gross negligence or intentional actions shall remain unaffected hereby (para. 29).

11.4 What security standards apply to eety's network?

eety shall ensure that the security and integrity of its network is in conformity with the state-of-the-art as well as the applicable provisions of law in each case, and that it has taken all such technical and organisational measures within its company as are required for this purpose. For more information, see www.eety.at/Sicherheitsinformationen. Depending on the severity of any breach of security and/or integrity, in the event of any such breach of security and/or integrity of eety's network, eety shall immediately notify the regulatory authorities and, where applicable, the public at large.

12. SUPPRESSING DISPLAY OF CUSTOMER'S OWN NUMBER (SEC. 104 TKG)

12.1 Am I entitled to suppress the display of my own number temporarily or permanently?

In respect of telephony services, the Customer (except in cases of advertising calls governed by sec. 107 (1a) TKG) is entitled to suppress the display of his own number on the end device of the party he is calling either permanently or for an individual call, by directly activating the corresponding function on his own end device. Emergency services are authorised in all cases to reverse suppression of a caller's number. As a recipient of a call, the Customer is also entitled to suppress display of his own number on the caller's device independently and free-of-charge.

13. PORTING MOBILE NUMBERS

13.1 May I keep my own mobile number if I switch to eety?

Porting a mobile number to eety: The Customer may continue using his original telephone number if he switches from another mobile operator to eety. During the technical porting process, it is possible that he will not be able to use his number (this will take one business day, at most). In the porting process, eety transfers the primary number and the mailbox number (and, at the Customer's express request and to the extent possible in light of technical conditions – further numbers, as well).

13.2 Can I keep my eety number if I become a customer with another network operator?

Porting of mobile numbers from eety: The Customer may continue to use his eety number if he switches to another mobile operator. Porting is not the same thing as termination. All obligations under the contract with eety will remain in place. eety charges a porting fee for porting in line with eety's current service fees, as in effect from time to time (which may be downloaded from www.eety.at).

In addition to the cases ref in sec. 5 (1) of the Number Porting Regulation, eety may decline to carry out porting where the Customer's value card credit balance does not cover the costs of porting. Where the Customer calls a number which has been ported, eety may inform the Customer thereof at his express request by means of an automatic message prior to putting the call through. Where the Customer opts not to have the automatic message provided, eety shall assume no liability for any additional costs incurred by the Customer as a result of calls to ported numbers.

OUR CUSTOMERS HAVE RESPONSIBILITIES, TOO! ADVICE NOTES FOR eety CUSTOMERS.

14. CONTRACTS WITH THIRD PARTIES: VALUE-ADDED SERVICES AND MOBILE PAYMENT

14.1 What are value-added services?

Value-added services' denote Services, for instance digital content, which are provided and charged via voice telephony or SMS/MMS services through the use of special numbers and which go beyond pure communication services, e.g.: telephone information, erotic chat lines, tele-voting (a precise definition of this is contained in sec. 3 (16) of the Austrian Communications Parameter, Charges and Value Added Services Regulation 2009).

14.2 What is Mobile Payment?

As an additional service, eety also permits its Customers to pay for digital third-party content (to the extent permitted by the applicable legal rules) via their mobile telephone bill (eety invoice), e.g.: ringtones, wallpaper, apps.

14.3 What are the contract structures in respect of value-added services and Mobile Payments?

All contracts for value-added services and Services covered by para. 14.2 are made exclusively between the end Customer and third parties unless eety is expressly designated as the vendor.

14.4 What rules regarding liability apply in respect of value-added services and Mobile Payments?

eety disclaims all liability for goods and services under contracts between the end Customer and third parties. In particular, eety disclaims all liability for harmful software (e.g.: viruses, Trojans), for damages to hardware and software, loss of data as well as substantive and legal defects.

14.5 What is eety's role in respect of value-added services and Mobile Payments?

eety provides the technical prerequisites for contracting between the service providers and the end Customer. In addition, eety may act upon instructions of the third party to handle collection of receivables for services utilised by the end Customer.

eety is entitled to collect third-party providers' receivables for their fees with their consent and in their name from the Customer. During any default of payment with respect to liabilities for fees of third-party providers, eety shall be entitled to refuse, with immediate effect, to permit continued use of this method of payment by the Customer with respect to third-party providers. Payments of the Customer shall, in any event, always be applied with priority to eety's outstanding receivables absent any express objection by the Customer. Objections and claims of the Customer with respect to third-party claims for charges shall not affect any of the Services provided by eety, but these may be forwarded to eety, as well, who shall forward them on to the provider.

14.6 Can I ask that a block be placed on value-added services and Mobile Payments?

The Customer has the option to ask eety's Service Team Hotline to place a block on value-added services as well as payment options via Mobile Payment for his mobile number. For more information on this, see www.eety.at. Where the Customer does not request the placement of a block, the Customer shall be liable for the charges for which he is responsible under the value-added services and Web/WAP-Billing services rendered to him.

15. SIM CARD – CUSTOMER'S DUTIES OF PROTECTION AND DUE CARE

15.1 Who owns the SIM card?

eety provides the SIM card to the customer to use the services. The SIM card remains the property of eety and shall be returned at the end of the contract upon request by eety. eety is entitled to exchange the SIM card for a replacement or to make such technical network-related or product-related changes to the SIM card as are necessary. Sec. 6 (2) KSchG shall remain unaffected by the foregoing.

15.2 The SIM card is the "key" to our telecommunications services and other services.

SIM cards individually provided to customers enable access to certain other services beyond general telecommunication services. Such other services are provided, as a rule, by third parties (such as mobile payment, music streaming, mobile TV streaming and storage services), depending on the chosen tariff and device.

These additional services which can be used by the customer without a separate charge are offered by eety without obligation until further notice. The customer has no right to the unaltered or unrestricted continuation of the respective additional services offered. eety is entitled to discontinue these additional services at any time without providing reasons, in any case where it becomes unreasonable for eety to continue to provide such services for commercial, technical or operational reasons.

eety reserves the right to provide additional services for a separate charge. Such additional services which are subject to separate Terms of Use, which shall govern the costs, scope of services and the means of terminating such additional services etc.

15.3 What are the customer's duties of protection and due care regarding the SIM card?

Customers bear duties of protection and due care regarding their SIM card/the device in which the SIM card is inserted. In particular, customers shall:

- carefully store their SIM card and guard it against misuse and theft;
- immediately report the loss or theft of a SIM card to eety stating their customer password; eety will then block the SIM card. The customer shall be liable to eety for all charges for telecommunication services which have been incurred as a result of use of the SIM card up to the time when the loss was reported. eety shall provide the customer with a new SIM card upon payment of the corresponding charge (in accordance with the Tariff Terms & Conditions agreed with the customer which can be accessed on eety's website at www.eety.at). The customer shall still be obliged to pay the usage-independent charges during the blockage period. If the loss was reported by telephone the customer shall subsequently a corresponding written notification and, in cases of theft, shall also promptly submit the theft report;
- secure their SIM card with a PIN and not disclose it to third parties;
- safeguard access to their device so far as technically possible, for example by using a lock code;
- block value-added services and mobile payments if the SIM card is given to a minor;
- protect their SIM card from harmful substances and improper handling.

15.4 To what extent will the customer be liable in the event of a breach of the aforementioned duties of protection and due care?

Where customers breach their duties of protection and due care as stated in section 15.3 and eety incurs losses as a result, they shall be liable to eety for the losses for which the customer is responsible. eety refers to the following cases of liability in particular:

- Theft/loss: In the event of theft or loss of the SIM card due to the carelessness of the customer, the customer shall be liable to eety for losses incurred by eety. Specifically, the customer shall be liable for charges for telecommunications services incurred through use of the SIM card up to the time when the loss/theft was reported.
- Wrongful disclosure: The customer is not permitted to give his or her SIM card to third parties. The customer shall be liable for charges for telecommunication services and value-added services incurred with the customer's permission or knowledge.

The customer shall not be liable under this section 15.4 for charges incurred by third parties without the permission of the customer or for other losses resulting from contractual relationships with other third parties (e.g. providers of value-added services).

15.5 What is the customer not allowed to do with the SIM card? Misuse and consequences

The customer may not use the SIM card provided to him or her in transmission or switching systems, or initiate or transmit connections of third parties (audio connection or data transmission) to other third parties. In particular the customer may not misuse the SIM card to circumvent interconnecting traffic using the air interface (SIM box routing). In the event of a breach of this provision the customer shall be liable to pay liquidated damages in the amount of EUR 20,000.00 per USIM card used in breach of the contract. eety reserves the right to assert claims for further losses.

16. USE OF SOFTWARE BY THE CUSTOMER

16.1 Which Terms of Use should be complied with?

Where eety provides the customer with software, the customer is obliged, as the licensee thereof, to adhere to the respective Terms of Use for the software (scope of rights granted by eety or third parties).

16.2 Which warranty provisions apply to the use of software?

eety warrants that software delivered with the mobile phone or provided by eety including interfaces provided by eety for compatibility with third party software can be used as described. However, eety cannot provide any warranty that third party software is completely free of faults or errors. Information regarding the compatibility of software with operating systems and applications currently available on the market can be found in the instructions accompanying the software. eety assumes no liability for software not produced by eety which eety merely makes accessible via a service. With regard to companies the warranty period for the aforementioned defects shall be 6 months.

17. END DEVICES USED BY THE CUSTOMER

17.1 Can all services offered by eety be used on all end devices?

eety hereby expressly informs the customer that not all devices are supported for services provided by eety. If the customer uses an end device which does not satisfy the necessary technical requirements and therefore they cannot access the full extent of the services, the customer may not derive any legal consequences from this.

17.2 Can eety unlock my device for me?

Provided the end device offered by eety is pre-programmed for use on eety's network (SIM locked), the customer may ask eety to unlock their device for a fee (pursuant to the current price list) if he or she is the owner of the device.

17.3 What are the rules in cases of hardware budgets for business customers?

Where an agreement is made with customers who are deemed entrepreneurs within the meaning of the KSchG with respect to a hardware budget, allowing them to procure end devices, the customer must fully utilise the budgeted allowance before the end of the binding minimum contract term as initially agreed because such allowance will otherwise lapse. No cash payouts will be provided for any unspent portions of the hardware budget.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 Who holds the rights to the services and content of eety?

All intellectual property rights, in particular copyright, and all exploitation rights to the services and their content derived therefrom, are held by and vested in eety or, where applicable, by third party copyright holders (e.g. content suppliers). The customer shall be granted the right to use the services to the extent stated in the description of services.

18.2 What are the consequences of non-compliance with the usage restrictions?

The customer shall not circumvent the usage restrictions (e.g. copy protection) in any way. The customer is aware that non-compliance with the usage restrictions and circumventing the protection mechanisms is an infringement of intellectual property rights. The customer shall compensate eety for any resulting losses and shall indemnify eety in this respect against all third party claims for compensatory damages.

18.3 Is eety a registered trademark?

The word mark eety and other trademarks used by eety and their associated images, logos and names are protected by law for eety or group companies of eety. The customer is not granted any exploitation rights in these trademarks whatsoever.

19. RESPONSIBLE AND LAWFUL USE OF THE SERVICES BY THE CUSTOMER

19.1 What am I undertaking to do by using eety's services?

The customer is deemed to undertake to use the services in accordance with the agreed descriptions of services (including the Fair Use Policy agreed in the tariff) and to adhere to any laws.

19.2 Which restrictions apply to the use of eety's services?

With regard to eety's services the customer shall, in particular:

- 19.2.1 not use them in such a manner which would endanger the security or operations of computers, networks or systems of eety or of third parties. eety will give the customer a chance to rectify the problem before the customer is blocked. Section 72 TKG (where applicable) shall remain unaffected by the foregoing,
- 19.2.2 neither use the services to transfer content without the consent of the recipient nor to send content without the consent of the affected person (e.g. videos or photographs of persons),
- 19.2.3 not use the services to transfer or make available content which third parties might consider indecent, harassing or threatening,
- 19.2.4 not use the services to send unsolicited commercial communications or mass mailings,
- 19.2.5 not to use the services with mobile gateways or similar arrangements without the express consent of eety.

19.3 To what extent am I responsible if I make data and content available to third parties by means of eety's services?

The customer is fully responsible for data and content they make accessible to third parties by means of eety's services. In the event of reasonable suspicion that a violation of section 19.1 or 19.2 has occurred eety is entitled to inspect the content and block the services.

The customer shall indemnify eety and hold it harmless against all third party claims for compensatory damages in the event that legitimate judicial or extrajudicial civil claims or criminal proceedings are filed/initiated against eety regarding content which the customer has made accessible to third parties. If third party claims are filed against eety, eety shall have the right to decide how it wishes to react to such claims.

19.4 When do I have a duty of information towards eety?

The customer shall immediately and fully inform eety if judicial or extrajudicial claims are made against the customer regarding the use of the contractual services. The customer shall not agree to any settlement regarding this without eety's consent.

19.5 What are the prerequisites for diverting calls to another line?

The customer shall ensure that the owner of the line to which the calls are to be diverted has agreed to the diversion. eety will give the customer a chance to rectify the problem before the customer is blocked.

19.6 To what extent am I responsible with regard to the use of sensitive services and content by children and young people?

Services or content from third parties in which sexual acts are depicted may only be accessed by persons over the age of 18 and only for their own private use. If the customer uses such services or content from third parties they shall ensure that the depiction of sexual acts is only made accessible to themselves and in particular not to any persons under the age of 18.

19.7 To what extent am I responsible with regard to the use of services and content by children and young people in the area of gambling and betting?

The customer shall ensure that services which are only suitable for persons above a certain minimum age (e.g. participating in gambling or betting) are not used by persons under this minimum age. If a person under this minimum age obtains such services which are expressly identified as such from third parties with the knowledge or permission of the customer, the customer shall be liable for the charges incurred.

19.8 To what extent am I responsible when using eety's services abroad?

When using eety's services abroad (international roaming) the customer shall bear sole responsibility for adhering to the valid laws of the country in effect from time to time and respecting its social conventions.

19.9 What security measures must I take?

Not all risks typically associated with surfing the Internet, such as viruses, spyware, trojans, phishing, and hacking, can be mitigated by the security measures taken by eety (section 11.4) but rather are dependent on customer behaviour. The customer him- or herself is responsible for deploying the appropriate security measures (e.g. appropriate browser settings, anti-virus programs, firewalls).

19.10 May I use the services of eety for commercial use?

eety only provides customers with services solely for private use. Reselling and commercial use shall require the express written consent of eety.

20. CUSTOMER IDENTIFICATION INFORMATION

20.1 What is customer identification information?

Customer identification data is information customers use to verify themselves in order to use the services, such as PIN and PUK code, other numerical codes, log-ins, customer passwords, user IDs, and passwords.

- 20.2 What are PIN and PUK codes?**
PIN and PUK codes are numerical codes which are exclusively provided to the customer to use the SIM card and certain services.
- 20.3 What do I need a customer password for?**
The customer selects his or her customer password at the beginning of the contract. Customers must identify themselves to eety by their customer password in order to use certain services of eety (e.g. accessing detailed information by telephone regarding services used).
- 20.4 What information should be adhered to regarding the safekeeping of customer information data?**
The customer must carefully safeguard all customer information data and keep it confidential. In particular this data should not be disclosed to third parties. The PIN and PUK codes should not be stored together or recorded on the SIM card or the device.
- 20.5 What reporting obligations do I have regarding my customer information data?**
If the customer suspects that an unauthorised third party has gained access to their customer information data her or she must immediately inform eety thereof and change the affected customer information data or request such changes from eety if this cannot be done by the customer him- or herself.
- 20.6 Are there legal consequences for breaching these obligations?**
The customer shall compensate eety for any loss arising from a culpable breach by the customer (in particular with regard to non-compliance with the aforementioned duties of due care).

21. CHANGES TO CUSTOMER DATA AND RECEIPT OF NOTIFICATIONS

- 21.1 When must I inform eety of changes to my customer data?**
The customer shall immediately inform eety of any changes which are material to the performance of the contract. In particular, customers must inform eety of changes concerning: name, address, physical invoice address or electronic invoice address (this is the email address given by the customer as the invoice address where the customer wishes to receive electronic invoices), email address, bank details, Commercial Register number (or other registration number) and legal form of the customer.
- 21.2 What will happen if I do not inform eety of changes to my customer data?**
- 21.2.1 Address and physical invoice address** If the customer does not inform eety of a change to his or her address or physical invoice address, any legally material communications sent by eety shall be deemed to have been received for legal purposes if they were sent to the customer's last given address.
- 21.2.2 Electronic invoice address (email address)** Where it is agreed that eety shall send legally material communications to the email address given by the customer as the electronic invoice address, these shall be considered received if the customer is able to retrieve them under normal circumstances (§ 12 E-Commerce Act).

PROPER ACCOUNTING YOU CAN RELY ON – OUR PAYMENT TERMS

22. CHARGES AND PAYMENT TERMS

- 22.1 Which charges are calculated?**
eety calculates its charges pursuant to the agreed tariff information (including service charges) which can be viewed at eety's retail outlets or on the internet at www.eety.at and may be forwarded to customers on request. The stated charges are net of VAT (but they include VAT where the customer is a consumer).
- 22.2 Which provisions apply if third parties use eety's services?**
If third parties use the services provided by eety to customers, the customer shall be liable for charges incurred by this for telecommunication services. The customer shall be liable for charges for services obtained by the customer for third parties provided such use (services obtained for third parties) occurred with the customer's knowledge or permission,

Section 31.2. of these GTC – Service shall apply to the calculation of charges for services used with a prepaid card.
- 22.3 How and when will the charges be billed?**
One-off charges (e.g. activation fees) and proportional fixed charges shall be billed for the first billing period as soon as eety has provided the services. Subsequently fixed monthly charges will be billed in advance (at the beginning of the billing period) and other charges will be billed after the service has been provided (at the end of the billing period).

- 22.3.1 Invoices will be issued at monthly intervals. For technical reasons relating to the billing process, each customer is assigned to a certain monthly billing cycle which does not correspond to the calendar month (e.g. from the 15th of the month to the 14th of the following month). This assignment to a monthly billing cycle is made at the time the contract is concluded, which is the time when the customer's account is activated. Upon successful activation the customer may view his or her monthly billing cycle in the eety Customer Zone (at www.eety.at). eety shall inform the customer by SMS of the customer's billing period immediately after activation.
- 22.3.2 If the customer uses multiple services, eety is permitted to bill the customer by means of a single global invoice per billing period for all services used.
- 22.3.3 Should the fees incurred by the customer in one billing period for the use of services not exceed an amount of EUR 10.00 (net of VAT), eety reserves the right to refrain from issuing an invoice for this billing period but to invoice these charges at a later date, however, eety will not exceed a billing period of more than 3 months in this manner.

22.4 In what form does eety transmit its invoices to its customers?

The customer may choose between an electronic invoice and a paper invoice without charge. eety shall transmit electronic invoices to the email address provided by the customer as an electronic invoice address. Electronic invoices sent to the last email address given by the customer shall be considered to have been received if the customer is able to retrieve them under normal circumstances. eety provides all customers with copies of their invoices for information purposes in the eety Customer Zone at www.eety.at (accessible by means of a link), regardless of whether they have provided eety with an email address, and informs customers who have opted to solely receive electronic invoices by sending a text message informing them that the invoice has been delivered.

22.5 What payment terms apply to our customers?

Charges are payable within 8 days of receipt of invoice. The customer may make payments by SEPA direct debit, credit card or bank transfer to the account stated in the customer's invoice. In cases of doubt (partial) payments will be applied to the oldest debt first. eety is entitled to provide certain services only if the customer uses a certain payment type.

- 22.5.1 If the customer makes a payment without reference to the original document or without reference to the information provided, there this shall not constitute a full discharge of the customer's obligations until such time as the payment is allocated to the correct invoice number; the customer shall pay a reasonable processing fee.
- 22.5.2 If the customer opts to pay by SEPA direct debit or credit card and the payment cannot be made for reasons for which eety is not responsible (e.g. there was an insufficient balance in the account or the customer had not informed eety of changes to its bank details), eety is entitled to change the payment type for this customer to bank transfer until further notice. eety shall notify the customer of this. For each such returned direct debit or return charge, eety is entitled to charge the customer for the bank or credit card company's return charges as well as a reasonable processing fee.

If the customer chooses to pay by SEPA direct debit, eety shall provide the customer with advance information in a suitable format, for example by text message, no later than five days before the payment date with regard to the amount of the payment. This advance information will be generally provided on the service invoice.

- 22.5.3 Any additional differences in cost as a result of the payment method are listed in the tariff information sheet agreed with the customer, available on eety's website at www.eety.at.
- 22.5.4 If the charges for the services used by the customer exceed an amount of EUR 100.00 (excluding VAT) per day, eety is entitled to demand the immediate payment of all charges not yet billed.

23. ITEMISED BILLS

23.1 Which information will I receive on itemised bills and in what format will these be provided?

As a general matter, eety shall provide the customer with itemised bills in accordance with section 100 TKG and the Itemised Bills Ordinance (Einzelentgeltnachweisverordnung) in abridged form on the internet in the eety Customer Manager at www.eety.at, accessible through a link. Upon request from the customer eety shall provide an itemised bill in paper form for every billing period if requested separately.

Itemised bills shall at least contain information regarding the commencement, duration, number called and charges for all individually listed connections. Freephone numbers are not shown

24. OBJECTING TO INVOICES

24.1 How can I contest an invoice from eety?

The provisions stated below governing objections to charges for using services with a prepaid card apply mutatis mutandis, subject to the proviso that the period for objections in accordance with section 24.1 begins to run from such time as the debit is made.

Any objections of the customer regarding invoices must be submitted in writing to eety (Postfach 333, 1211 Vienna, Austria) within three months of receipt of invoice. If the customer does not submit an objection within such period, the claims set out in the invoice shall be deemed acknowledged. The customer is notified of this in each invoice. The foregoing shall not be deemed to preclude the customer's ability to assert a court challenge.

24.2 What happens when I contest an invoice?

If an objection is received in due time eety will carry out a standardised investigation procedure, using the results either to confirm the correctness of the disputed claims or, where applicable, to correct the corresponding invoice accordingly. The maturity dates of claims which the course of the investigation procedure have revealed to have been wrongly disputed by the customer shall remain unaffected. (Partial) invoice amounts which have not been objected to must, in any event, be paid by their due dates.

24.3 What further steps can I take to raise an objection to an invoice?

Should eety be of the opinion that the objection by the customer was unjustified, the customer may instigate dispute resolution proceedings regarding this matter before the Conciliation Body (the Austrian Regulatory Authority for Broadcasting and Telecommunications, Rundfunk und Telekom Regulierungs GmbH, Mariahilferstrasse 77-79, 1060 Vienna, Austria) within one month of receipt of eety's position. Where the matter is brought before the Conciliation Body, eety shall be entitled to call in an amount as immediate due for payment corresponding to the average amount of eety's last invoice amounts. If it should be revealed that too much was charged the amount of the difference shall be refunded to the customer together with statutory interest from the date of collection. In the event that no reason is found to justify recalculation of the amount in dispute, eety shall invoice the client for default interest at the statutory amount from the date the invoice was due for payment.

24.4 What applies if the correct charges cannot be determined?

If it is determined that an error was made in the invoice which could be to the detriment of the customer, and the correct charges cannot be determined, the customer shall be liable to pay a lump-sum fee for the billing period in question corresponding to the average amount of the customer's usage of the telecommunication services, provided eety is able to substantiate usage in at least this amount (section 71 (4) TKG).

24.5 What courts have jurisdiction and venue for proceedings and which time limits should be observed?

The jurisdiction and venue of the ordinary courts as stated above are not affected by review proceedings and dispute resolution proceedings. Where the customer does not assert an objection within 3 eety months from the date the invoice is received, this shall be deemed an acknowledgement of the correctness of the invoice; however, an acknowledgement of this kind does not preclude the customer's ability to challenge the invoice in court. The customer must assert a court challenge on his or her objections within six months from the date the invoice was received, or otherwise the customer will be deemed precluded from asserting any such challenge.

25. PAYMENT DEFAULT AND COLLECTION

25.1 How high is the default interest rate in the event of payment default?

In the event of payment default the parties shall be liable for default interest in the amount of 7% p.a. over the base rate of the European Central Bank, but at least 10% p.a.

25.2 How does eety deal with outstanding claims?

eety is entitled to collect outstanding claims using a collection agency/lawyers or to assign these claims to such persons for this purpose.

25.3 What dunning and collection fees may arise?

Where the prerequisites of sec 1333 (2) Austrian Civil Code are met, the customer shall owe eety the costs of such necessary and expedient dunning and collection costs as it may occur for the issuance of dunning notices and are actually incurred, including, in particular, dunning and collection charges.

26. CUSTOMER'S RIGHT OF SET-OFF AND RETENTION

26.1 Consumers.

Consumers may exercise a right of set-off against claims of eety where such represent counterclaims arising in the legal context of their obligations to eety, have been determined by a court or have been acknowledged by eety. Sec 6 (1) (8) KSchG, providing that the customer's right to avoid his liabilities by set-off in the event of the insolvency of the entrepreneur or to exercise set-off for counterclaims arising in the legal context of the consumer's liability, which have been adjudicated by a court or which the business entity has acknowledged may not be precluded or limited, remains unaffected hereby.

26.2 Entrepreneurs

Entrepreneurs may only exercise a right of set off against claims of eety where the claims asserted have been adjudicated by a court or are counterclaims which eety has expressly acknowledged in writing. The parties hereby exclude any legal rights of retention in this respect.

27. BLOCKING SERVICES

27.1 On what grounds may eety block its services?

eety is permitted to block its services, in whole or in part, for any of the following reasons:

- 27.1.1 Where one of the reasons is present pursuant to which eety is permitted (section 8.4) to extraordinarily terminate the contract or where eety has reasonable suspicion that such a reason for extraordinary terminate is present;
- 27.1.2 in the event of loss or theft of the SIM card or in the event that it is suspected that a third party has obtained knowledge of the customer's identification data and such data cannot be immediately changed;
- 27.1.3 if the current but not yet due charges for using communication services is more than double the customer's previous average invoice amount.

27.2 When can the block on eety's services be lifted?

After the reason for the block has been eliminated eety will lift the block when the customer so requests. If the customer was responsible for the block then the customer shall bear the costs of its creation and removal and shall remain obliged to pay the usage-independent charges during the blockage period. Wherever possible and appropriate to do so, eety will inform the customer of the block.

28. DATA PROTECTION

28.1 What data does eety process?

eety will collect and process master data and location data as stated in section 92 (3) zz (2a), (2b), (3), (4), (6), (6a) and (6b) TKG (see section 28.2) and other personal data provided by the customer as part of the contractual relationship and data from third parties regarding verification of identity, legal capacity, and the creditworthiness of the customer. Any cancellation rights in accordance with section 96 (3) TKG shall remain unaffected by the foregoing.

28.2 What master and location data is collected by eety? What is this data used for?

Master data: first and surname, residential address, level of education, subscriber number and other contact information for notifications, information regarding the type and content of the contractual relationship and creditworthiness. Location data: information which is used for the purposes of forwarding messages to a communication network or processed for the purposes of invoicing this process, in particular caller and called party numbers, subscriber addresses, type of devices used, fee codes, total number of units to be charged during a billing period, type, date, time and duration of connection or other use, quantity of data transferred, routes, the protocol used, the network from which the message originates or terminates, the format of notifications and other payment information such as advance payments, payment by instalments, blocks of the number or dunning letters.

28.3 Under what circumstances is my location data disclosed to third parties?

Location data is data indicating the geographical location of the customer's device. eety processes location data in connection with location-based services and on request from the emergency services (section 30) to the extent this is necessary for the provision of the service in question.

28.4 May eety disclose my data to third parties?

eety is permitted to save, process and disclose personal data to third parties (vicarious agents and sub-contractors), in compliance with the relevant data protection law(s), in its performance of the contract and for the purposes stated in the customer contract. The customer may not derive any legal consequences from any disclosure of data as a result of a statutory obligation.

eety is permitted to disclose the customer's data, such as name (including previous names), date of birth, gender, address, profession, information regarding payment defaults and outstanding balances, to creditor protection associations, lawyers and collection agencies for collection purposes.

Provided the customer wishes to be included in the electronic version of the telephone directory the customer hereby takes note that these generally permit searches of information to be carried out other than by name.

28.5 When will eety use my data for marketing and advertising purposes?

with the express consent of the customer within the meaning of 96 (2) and 99 (4) et seq TKG, eety may use this data for marketing and advertising purposes for services of eety in accordance with section 28.2 to section 28.4 of these GTC. The customer may revoke this consent at any time.

28.6 What time limits apply to saving and storing my data?

eety shall delete all customer-related master data seven years at the latest after settlement of all claims arising from the contractual relationship.

eety shall save the traffic data up until the expiry of each period during which the invoice can be legally challenged or a claim for payment can be asserted, provided this is required for billing purposes. In the event of a legal dispute traffic data shall be saved until a final decision is rendered. In all other cases eety shall delete the traffic data after the expiry of the three-month period for objections (section 24).

eety shall process traffic data only to the extent this is absolutely necessary for operational purposes. This shall include, inter alia, requirement analyses, performance analyses, continued development and planning of the network expansion, optimising our services and preventing fraudulent activities to the detriment of eety. For such purposes saved traffic data shall be deleted or anonymised after six months at the latest.

29. LIABILITY

29.1 In what circumstances is eety liable?

eety disclaims liability for slight negligence vis-à-vis companies. As to consumers, eety shall be liable even for slight negligence.

29.2 What applies to liability towards companies?

Liability towards companies is limited to EUR 50,000.00 per claim, excluding liability for personal injury. Eety disclaims liability towards companies for consequential damage, lost profit, losses arising from third party claims or mere financial losses.

29.3 How high is the liability?

If several customers suffer losses at the same time as a result of the same incident which caused the loss, eety's liability to individual injured parties shall be limited to EUR 50,000.00 and its aggregate liability to all the injured parties shall be limited to EUR 725,000.00. If actual total losses exceed the amount of EUR 725,000.00 the compensatory damage claims of each individual injured party shall be reduced proportionally. This limitation of liability shall not apply to consumers in respect of personal injury.

29.4 Is eety also liable for losses resulting from force majeure events?

eety shall not be liable for losses resulting from force majeure events (e.g. fire and water damage, lightning strikes), the effect of end devices used by customers, or for operational disruptions necessary for maintenance work or to avoid or remedy network faults. Liability for intentional acts and gross negligence shall remain unaffected by the foregoing.

29.5 What further rules should be noted in respect of liability?

The aforementioned limitations on liability in section 29 of these GTC shall apply to any potential liability of eety or its suppliers towards the customer with regard to the content, accuracy or completeness of data, communications, address information, routing information or other information provided by eety as part of the provision of its services; liability for intentional acts and gross negligence shall remain unaffected by the foregoing. The customer may not derive any legal claims against eety or its suppliers from the use of this information.

30. EMERGENCY CALLS

30.1 Which emergency calls can be placed free of charge?

The single European emergency number, 112 and all Austrian emergency numbers pursuant to section 18 KEM-V can be called free of charge.

30.2 What data will be disclosed in the event of an emergency call?

Pursuant to section 98 TKG eety will ascertain and provide location data regarding any eety customer who has made an emergency call upon request by the emergency service operators. The customer shall be informed by eety of the request from the emergency service operators in a suitable format giving information regarding the time and contact data no later than 30 hours after the incident. eety shall immediately delete the location data following processing and notification

31. SPECIAL TERMS REGARDING PREPAID CARDS

31.1 What can I do with a prepaid card?

"Using services with a prepaid card" means that the customer is able to use eety's services up to a specified amount for which the customer has paid in advance (credit).

31.2 How will the charges be billed?

Charges for the services actually used by the customer will be directly deducted from the available credit; no separate invoice will be issued. The customer can inquire with eety as to the remaining credit balance. If, as a result of technical manipulation from the domain of the customer or as a result of technical defects which are demonstrably recognisable to the customer, circumstances occur which enable the customer to use services which are subject to charges although they no longer have any credit, eety reserves the right to separately invoice the customer for charges incurred in this manner or to offset such charges against the customer's credit balance.

31.3 What is the term of the contractual relationship?

The contract is concluded for a fixed duration and is formed upon activation of the SIM card and the associated activation of the service in accordance with sections 3.1 and 3.3. Upon activation of the eety SIM card the customer is deemed to have accepted eety's General Terms & Conditions, its applicable descriptions of service and its prices. If required the first call is redirected to the eety Service Team to carry out the final activation.

31.4 Can I extend the contract?

The contract can be extended by the customer by loading the SIM card with previously purchased credit. Any existing credit on the SIM card when the contract is extended by loading the SIM card shall remain usable until expiry of the new validity period. If the customer does not load the SIM card with additional previously purchased credit within 12 months of the first activation or the last load, the contract shall end automatically without requiring a separate notice of termination.

31.5 Will the remainder of my credit be refunded back to me at the end of the contract term?

Any credit still shall lapse at the end of the contract term unless the customer has sought to reclaim it. This may be requested no earlier than 12 months after the last load of credit, for a six-month period. If the customer does not make use of this opportunity this shall be deemed a waiver by the customer of his or her right to reclaim the remaining credit and the credit shall then irrevocably lapse. The customer shall be informed by text message within three working days of the commencement of the mandatory recovery period, but no later than upon the commencement of the recovery obligation, and shall also be informed of the consequences of allowing such period to expire. The customer must apply in writing to have the remaining credit returned to him or her and shall furnish evidence of entitlement by providing his/her phone number, PUK code and simultaneously surrendering the SIM card, thereby losing any entitlement to his/her previous phone number. eety shall charge an administration charge for processing the refund in accordance with the tariff information which can be accessed at www.eety.at. Within the meaning of this section, only such payments are capable of being reclaimed as constitute prepayments actually made (loaded) and not consumed by the time the contract expired.

31.6 Will the remainder of my credit be refunded back to me if I lose my prepaid card?

The customer shall bear the risk as to the credit balance on the prepaid card in cases where eety is not to blame, or in the event of misuse, loss or theft of the prepaid card for which eety is not responsible. If the customer is registered he or she may notify the eety Service Team in the event of loss or theft of the SIM card by providing his/her customer password. In this case eety will immediately block the SIM card and will credit the customer with any remaining credit at the time the SIM card was blocked; it is not possible for this credit to be paid out in cash. The customer shall promptly later provide a written request for the SIM card to be blocked and in the event of theft shall submit the theft report.

31.7 How can I contest a charge?

As to objections to debits from cards, the rules set forth in sec 24 shall apply mutatis mutandis, subject to the proviso that the period for objections under section 24.1 shall begin to run at such time as the deduction is made.

31.8 What additional provisions should be noted?

In all further and other respects the provisions of these GTC - Service shall also apply to the use of services using prepaid cards, in particular the provisions of the contract regarding the availability and quality of services, the customer's duties of due care regarding customer identification data and regarding the use of services (section 19 of these Terms & Conditions).

32. APPLICABLE LAW, JURISDICTION AND VENUE, AND DISPUTE RESOLUTION

32.1 How do I determine the correct jurisdiction and venue?

The place of performance shall be Vienna and exclusive jurisdiction and venue shall be vested in the courts of Vienna. For claims filed against consumers, jurisdiction and venue shall be vested in the courts at the location of their domicile, habitual residence or place of employment, provided this is within Austria.

32.2 Where else can I submit a complaint? Which time limits should be complied with?

Notwithstanding the competency of the ordinary courts, both customers and eety may bring disputes and complaints with regard to invoices (see section 24 of these GTC - Service) or the quality of services before the Conciliation Body established by the regulatory authorities to settle the dispute (section 122 TKG), provided it has not hitherto proven possible to achieve an amicable solution as between the customer and eety. The Conciliation Body established by the regulatory authorities will attempt to bring about an amicable solution or shall provide its opinion regarding the case in question to the parties involved.

The application must be submitted by the customer to the Conciliation Body within one month of receipt of eety's written position regarding the objection to the invoice or other complaint which has been raised by the customer. The form required for the application and further details regarding the process, requirements and any costs of the dispute resolution procedure may be found at www.rtr.at/schlichtungsstelle.

32.3 What law applies to my contract with eety?

The contract, including any disputes regarding its conclusion, is governed by Austrian law, provided, however, that application of the conflict of laws provisions under Austrian law and the UN Convention on Contracts for the International Sale of Goods are hereby excluded.

33. EETY SERVICES

These GTC - Service have been notified to the Austrian Regulatory Authority for Broadcasting and Telecommunications, Rundfunk und Telekom Regulierungs-GmbH most recently on October 1st, 2016.

Hutchison Drei Austria GmbH,
Brünner Straße 52, 1210 Vienna, Austria

Postal address: eety Service-Team,
Postfach 333, 1211 Vienna, Austria

 **+43 (0) 681 83083**

 **info@eety.at**

eety.at

Vienna Commercial Court
FN140132b
DVR 0908177
UID ATU 41029105