



Terms and Conditions

yuutel means yuutel GmbH, registered office at Leonard-Bernstein-Straße 10 (Saturn Tower), AT 1220 Vienna, company register number 513467 z, Commercial Court Vienna, UID number ATU74502406.

Customer means a natural or legal person, either under private or public law, who makes use of a service provided by yuutel and for whom the contractual relationship entered into is part of the operation of their business within the meaning of Section 1 (2) of the Austrian Consumer Protection Act („Konsumentenschutzgesetz“, KSchG). These General Terms and Conditions therefore do not apply to contracts with consumers within the meaning of the KSchG, but exclusively with entrepreneurs (B2B).

1. SCOPE AND SERVICE

1.1 Customer and yuutel enter into a contract after written request from the Customer (especially via the order form) and either subsequent explicit confirmation by yuutel or yuutel activating the service within four (4) weeks. In case Customer's order or parts thereof (e.g. international phone numbers) lead to a start of service later than four (4) weeks yuutel informs the Customer when yuutel is going to provision relevant services. The parties may mutually agree on another period, not exceeding four (4) weeks. Unless stipulated otherwise agreements are concluded for an indefinite period of time. yuutel shall provide services rendered to the Customer exclusively according to these Terms and Conditions, which shall also be agreed upon for any future orders from the Customer, even if not referenced therein expressly. Customer's terms and conditions or other contract terms are not applicable, even if yuutel does not expressly disapprove them on a case by case basis.

1.2 yuutel provides Customer with different services governed exclusively by these Terms and Conditions, e.g. VoIP/Cloud-telephone-services and phone numbers for information services vis a vis their clients, i.e. „end customers“ (callers, users), especially for regional phone-numbers 05, 0720, 0800, 0810, 0820, 0821, internationally contactable and foreign phone-number ranges available via public long-distance phone-network. A Customer's written order (consisting in particular of the offer and the order form) shall be an integral part of the agreement and includes services ordered by the Customer, phone-numbers or services assigned to the Customer and services rendered by the Customer with each of these. Users with disabilities are not provided separate products and services.

1.3 yuutel shall notice the Customer within reasonable time – in advance to changes to applicable legal provisions leading to changes, restrictions or extensions of assigned phone-number-ranges or services.

1.4 Furthermore, the contractual relationship shall be governed by provisions of Austrian and European telecommunications law as amended from time to time (currently, in particular, the Telecommunications Act 2021 (TKG 2021) and the Ordinances on Communications Parameters, Fees and Value-Added Services 2009 KEM-V 2009).

1.5 Customer may be included into the electronic user directory maintained by yuutel free of charge. The following Customer data will be recorded at the Customer's request: Company name, address and, at the Customer's request, its occupation or industry designation. Customer may check, correct, and – if necessary – also delete such data.

1.6 Data recorded in the yuutel user directory appears in telephone directories of A1 Telekom Austria as well as Herold Business Data GmbH and information thereto will be provided by A1 Telekom Austria and Herold Business Data GmbH.

1.7 yuutel may use third parties as vicarious agents for fulfilling its service obligations, also taking into account clause 4.3. This shall not affect yuutel's contractual obligations. yuutel shall be entitled to change technical platforms and parameters on which the services are based or to use other vicarious agents, provided that services are not significantly (negatively) impaired for the Customer or the Customer does not incur any unreasonable burdens as a result.

2. CUSTOMER'S RESPONSIBILITIES

2.1 Customer appoints a system manager as Customer's expert and decision-making contact for all issues relating to technical implementation of agreed Customer's services.

2.2 Customer shall offer services to each caller in a state of the art quality.

2.3 Customer informs yuutel in writing and without delay of all changes to its address, legal name, registered office, billing address and legal form. yuutel is entitled to make legally binding declarations at the Customer's last known address or in accordance with last known company details in case Customer does not comply with this obligation.

2.4 If installations of transmission paths or other systems are necessary on Customer's premises for yuutel providing its services, Customer shall enable yuutel or its vicarious agents to carry out such installations and other measures necessary within normal business hours after agreeing on a suitable date. Customer shall create the necessary conditions (including power, air conditioning, etc.) on its premises at its own expense.

2.5 Customer is prohibited from removing, altering, or making illegible any proprietary notices, trademarks, network markings and the alike on equipment or other items provided by yuutel.

2.6 In case services by yuutel are based on information or documents provided by Customer or a third party appointed by Customer, Customer shall ensure all required copyrights for relevant uses of the work are obtained. Customer shall indemnify and hold harmless yuutel for any and all breaches of Customer's or third party copyrights resulting from use of information or documents in this regard.

2.7 If yuutel has provided the Customer with documents, yuutel reserves all copyrights to these documents.

2.8 For services requiring username and – if necessary – a password, Customer shall keep such information confidential and shall not share it. In the event of yuutel's services being used by an unauthorized third party, Customer must demonstrate to have undertaken all measures preventing such use by an unauthorized third party and such use occurring through no fault of Customer.

2.9 Customer may only report malfunctions with legal effect via phone call to 0800 / 240 40 10 (for Germany, Austria and Switzerland) or + 43 1 214 51 30 (for other countries) respectively.

3. IMMEDIATE DISCONTINUATION OF SERVICES

3.1 yuutel may fully or partially discontinue services governed by this agreement without prior ordinary or extraordinary termination in case of:

- a) Customer being in default of payment of fees after prior warning of such discontinuation with a grace period of two (2) weeks;
- b) unless precluded by mandatory provisions (such as section 25a and 25b of Austrian Insolvency Code „*Insolvenzordnung*“) initiation of insolvency proceedings against Customer's assets is imminent or insolvency proceedings are dismissed due to lack of assets to cover costs;
- c) yuutel requesting the Customer to immediately remove disruptive factors and the Customer not immediately complying with this request, in particular despite impairment of the network or a service of yuutel or despite endangering of a person;
- d) the Customer distributes or allows to distribute content prohibited by law or yuutel has reasonable suspicions of such actions due to either documented third-party communication or perceptions to this effect by yuutel employees. This includes in particular content violating Austrias Criminal Code, Pornography Act, Prohibition Act or Data Protection Act and any threat to public order or security as well as distribution of content likely to endanger juveniles' moral or health development;
- e) the Customer violates regulations of Austrian Telecommunications Act 2021 (especially its Section 174) and/or Communications Parameter Ordinance (*Kommunikationsparameterverordnung*), Remuneration Ordinance (*Entgeltverordnung*) and Value-Added Service Ordinance (*Mehrwertdienstverordnung*), each as amended, or there is reasonable suspicion of such violation due to documented third-party communication or perceptions to this effect by yuutel employees;
- f) an administrative authority or the *Rundfunk and Telekom Regulierungs-GmbH* recommends or orders the discontinuation of the service; or
- g) there is reasonable suspicion that content provided with or based on the service was generated by fraud or fraud-like conduct or is connected to or capable of deceiving yuutel or third parties or damage their assets.

4. SERVICE DEADLINES, SCOPE OF SERVICES, FAULT CLEARANCE AND WARRANTY

4.1 The Customer is aware that yuutel's services can only be provided subject to the provision and availability of transmission paths and switching systems by the local exchange carrier and/or transmission paths and switching systems provided by third parties. Quality of service is measured based on the International Telecommunications Union standards. Due to technical conditions of other telecommunication networks, transmission routes and availability of service, features may be limited. As a result, yuutel only warrants provision of its own facilities necessary for providing the contractually agreed services. To the extent that facilities are not subject to yuutel's control, yuutel owes, within the scope of its technical and operational capabilities, (only) proper provision of basic or preliminary services to be provided by itself. Yuutel is not responsible for such limitation of its services, where the cause is either not attributable, foreseeable nor controllable by yuutel, e.g. power outages of yuutel without fault of its own, natural disasters or other acts of God.

4.2 To the extent necessary for performing work required for operations or preventing disruptions to the network, yuutel shall be entitled to partially restrict its service. yuutel shall perform foreseeable interruptions outside normal office hours whenever possible, except in cases of imminent danger, and shall notify the Customer of such interruptions at least 24 hours in advance. To prevent threats, vulnerabilities and breaches of security or integrity, yuutel operates solutions detecting patterns of attacks on systems (network, information technology, application) to initiate appropriate countermeasures. In addition, external service providers carry out checks at irregular intervals. yuutel takes all measures which are necessary regarding technical and organizational aspects to ensure security and integrity of yuutel's network comply both with respective state of the art requirements and legal regulations.

4.3 When asserting warranty claims from Customer against yuutel, the Customer is limited to warranty remedies of repair („*Ver-*

besserung“) and supplementing missing elements („*Nachtrag des Fehlenden*“). The contract may be terminated only in cases where yuutel fails to remedy material defects within a reasonable grace period or material effects cannot be remedied. All other warranty remedies are excluded.

4.4 Customer shall immediately report malfunctions to the responsible yuutel malfunction office (see clause 2.9 above), whereby access to the premises of the service provider must be granted for the purpose of rectifying the malfunction at any time upon request by yuutel. yuutel or its vicarious agents shall rectify the malfunction without culpable delay and within the scope of their technical and operational possibilities.

4.5 If yuutel is requested to rectify a malfunction and if the Customer is responsible for the cause of the fault or if there is no fault, the Customer shall reimburse yuutel for services provided and for external expenses incurred.

5. LIABILITY

5.1 yuutel shall be liable only in case of intent or gross negligence, including for vicarious agents and not at all in case yuutel is not the accountable telecommunications network operator. Liability for slight negligence is excluded, except for personal injury. Compensation for consequential damages, financial loss, lost profit, lost savings and for damages arising from third-party claims against the Customer shall be excluded, unless mandatory law provides otherwise. Where this exclusion of liability is not applicable, compensation for damages for all events per calendar year vis-à-vis the individual injured party shall be limited (excluding personal injury) to 100% of fees payable for the relevant calendar year, but no less than EUR 3,700. yuutel shall not, however, be liable for damages or other claims arising from reasons set forth in clauses 3 and 4.2.

5.2 Customer shall be solely responsible for content of its information services, including advertising, and for all services provided behind the telephone numbers provided and shall fully indemnify and hold yuutel harmless in the event of claims being asserted against it by third parties due to services and/or information services provided by the customer. This also applies in particular to cases in which yuutel's operation is permanently or temporarily suspended, interrupted or prohibited due to official or court orders because of services and/or information services provided by the customer, including their advertising.

5.3 yuutel assumes no liability for damages resulting from any required but not granted official authorization, permit, concession or consent from third parties.

5.4 In the event of statutory or regulatory changes leading to changes, restrictions or extensions of assigned number ranges or services, the Customer shall not be entitled to any claims on compensation.

5.5 The Customer shall be liable for yuutel's claims for fees arising out of the use of services and/or information services provided by the Customer by end users (callers, other users) even if these claims for fees are not collectible from the end user (caller, other user) or are not settled by a third party. The parties (yuutel and the Customer) thus agree that collection and debt risk between parties is not to be borne by yuutel. This applies regardless of non-recoverability of receivables due to invalidity, lack of willingness to pay, lack of payment capacity or other reasons such as, in particular, fraudulent activities. Decisions of the regulatory authority, judicial or official decisions exempting the end user (caller, other user) from such an obligation to pay shall also be borne by the Customer.

6. DURATION AND TERMINATION

6.1 The contract is concluded for an indefinite period, unless stipulated differently on a case-by-case-basis. This contract may be terminated in writing (email is sufficient) by either contracting party subject to a notice period of one month. An email in this context shall be deemed as received by yuutel, if it is transmitted at least to

service@yuutel.at. Upon termination of the contract for whatever legal reason, all outstanding claims of yuutel against the Customer must be settled, either by the Customer or third parties. Extraordinary termination of the contract for valid cause and with immediate effect is permitted. For yuutel, events listed in Section 3, serious breaches of contract by the Customer or failure of the Customer to fulfill its obligation to cooperate constitute such valid cause.

In the event of a justified extraordinary termination by yuutel, yuutel is entitled to physically and/or logically disconnect the Customer at the Customer's expense from yuutel's network immediately and without warning. In such cases Customer shall not be entitled to any claims whatsoever, in particular claims for damages. In any case of termination of contract, the Customer shall immediately return rented equipment, accessories and other facilities owned by yuutel and shall in the event of extraordinary termination by yuutel place yuutel in the same position as if the contract had been duly fulfilled or terminated.

7. FEES, PAYMENT TERMS AND CHANGES OF CONTRACT

7.1 The amount of fees is based on the underlying offer to this contract or on yuutel fee conditions („*Entgeltbestimmungen*“, *EB*) valid at the time of conclusion of this contract. Fees are stated in Euro and, unless stated otherwise, do not include value-added tax. yuutel is entitled to change fees and/or provisions of this contract; yuutel will notify the Customer of essential content of non-exclusively favorable changes in a clear and comprehensible form at least three months in advance before changes take effect. At the same time, the Customer will be informed of the date when changes will come into effect and Customer's right of terminating the contract with immediate effect until these changes come into effect.

7.2 Fees are differentiated as either basic (monthly cost) or variable charges (e.g. dependent on duration of calls) as well as one-time charges (e.g. cost of setting up a phone number, changing parameters). yuutel will send Customer an invoice at the beginning of each calendar month, broken down according to one-time, basic and variable charges. The interval of periodic invoicing does not exceed one month. If the contract does not start on the first day of a month, the basic charge for the first calendar month or part thereof shall be invoiced on a pro rata basis.

7.3 All invoices are due for payment within 10 days after receipt of the invoice without deductions or charges. The time of the fee amount being credited to yuutels account as specified in the invoice is relevant for timely payment. In the event of late payment, Customer shall pay interest on arrears at a rate of 12% p.a. as well as all costs, expenses and payments necessary for yuutel's appropriate legal prosecution of yuutel's claim(s). yuutel expressly reserves the right to assert further damages.

yuutel creates invoices in electronic form (PDF) using a qualified electronic signature. Invoices are sent to Customer via email. yuutel is entitled to discontinue sending electronic invoices and send invoices via mail at any time with prior and timely notice.

7.4 Customer shall raise objections to invoiced fees within three months of invoicing, otherwise the respective fees shall be deemed accepted. In case yuutel deems Customer's objections unjustified after examination by yuutel, Customer may initiate dispute resolution procedures with the *Rundfunk and Telekom Regulierungs-GmbH* free of charge and pursuant to Section 205 and in conjunction with Section 145 para 2 of the Austrian Telecommunications Act 2021 (as amended) and as stated in clause 9.1. If the *Rundfunk and Telekom Regulierungs-GmbH* is called upon, only the due date of disputed charges relating to billed telecommunication services shall be postponed from the moment of initially calling this body and until the dispute has been resolved.

7.5 In case an error in a yuutel invoice that could have been detrimental to Customer is identified and if the correct charge for the telecommunication services provided cannot be determined, Customer shall pay a fee corresponding to the average of the last three invoice amounts relating to telecommunication services provided,

or, if the contractual relationship has not run for three months, the last invoice's fees.

7.6 Customer shall in any case assist yuutel with clarifying discrepancies, contradictions and the like in connection with billing and undertakes to keep all necessary records for verification and processing and to make them available to yuutel upon request without delay.

7.7 If yuutel provides Customer with equipment or devices, these shall remain property of yuutel until full payment of the purchase price. Prior to full payment of the invoice, Customer is prohibited from pledging such equipment, assigning it by way of security or granting third parties any other rights thereto. Customer shall immediately notify yuutel in writing of any execution proceedings concerning such equipment.

7.8 yuutel shall be entitled to charge a flat-rate processing fee in accordance with the contractually agreed fee provisions if Customer has granted a direct debit authorization and the bank refuses to collect for such reasons that Customer is responsible for.

7.9 Customer shall in the event of fault bear necessary, reasonable and appropriate costs incurred for interventions of lawyers and collection agencies on behalf of yuutel.

7.10 Fixed monthly charges agreed upon with the Customer shall be value-indexed according to the VPI 2020 as published by Statistics Austria. In case this index is no longer published, the successor index shall take its place. In case of an index increase, yuutel shall be entitled to adjust monthly base fees and other fixed monthly fees proportionally to the value of the VPI for March of the current calendar year compared to the last VPI value when such an adjustment was calculated, but retroactively at the longest to the start of the contract. Failure to exercise right to value adjustment shall not constitute a waiver of future adjustments. Index adjustments of fees do not entitle the Customer to an extraordinary termination. Value adjustments shall not be made more than once every calendar year.

8. NON-DISCLOSURE AND DATA PRIVACY

8.1 The parties shall keep secret all data accessible to them in the context of the conclusion and performance of this agreement and, in particular, commercial terms and conditions of this agreement, provided this is permissible according to mandatory statutory provisions. The parties shall comply with data privacy requirements of Austrian Telecommunications Act (TKG 2021) as well as Austrian Data Privacy Act (DSG 2018) including associated ordinances.

8.2 yuutel collects the following personal data for billing purposes pursuant to Sections 165, 166 and 167 Austrian Telecommunications Act (TKG 2021, as amended): base data („*Stammdaten*“) according to Section 160 para 3 line 5 TKG 2021 (salutation, surname, first name, academic degree, company name, company registration number, postal address, email address, fax and telephone number, subscriber number, bank details, bank code, bank account number) as well as traffic data („*Verkehrsdaten*“) according to line 6 leg. cit. (i.e. date, time, destination, subscriber number, minutes, price in Euro, total amounts of calls made). Base data is collected before service is provided and deleted at the latest after termination of the contractual relationship with the Customer, unless such data is still required thereafter for billing or collecting fees, processing complaints or fulfilling yuutel's legal obligations. Traffic data will be deleted, but will be stored in accordance with Section 167 para 2 TKG 2021 until expiration of such a period where a bill may be legally challenged or claim for payment can be asserted. yuutel takes all technically and commercially reasonable measures to protect data it stores against unauthorized access by third parties. To the extent yuutel is required by law to transfer data, yuutel will comply with this legal obligation. In particular, yuutel is entitled to disclose to the Telecommunication Regulatory Authority the identity of the Customer, as well as the type of service provided by the Customer. In the event of a suspected violation of the Telecommunications Act or other Austrian or international legal provisions or of contractual obligations, yuutel is authorized to disclose Customer's base data to third parties as well.

9. GENERAL

9.1 The contract shall be governed by Austrian law, excluded UN Convention of Contracts for the International Sale of Goods. Any disputes arising from or in connection with the contract, including disputes regarding its validity, shall be subjective to the exclusive jurisdiction of the court having subject-matter jurisdiction of Vienna's 1st district. Notwithstanding the jurisdiction of ordinary courts, the Customer is entitled to submit disputes and complaints to the conciliation body of the regulatory authority (*RTR-GmbH*, www.rtr.at) within the statutory period (currently one year according to the *AStG* and procedural guidelines) from the time the complaint is submitted to yuutel in writing pursuant to Section 205 para 1 Telecommunications Act (*TKG 2021*). Proceedings before the regulatory authority are conducted in accordance with applicable guidelines, published by the regulatory authority on the above homepage.

9.2 yuutel is entitled to assign the contract to an affiliated company of yuutel.

9.3 The uniform European emergency number is 112.

9.4 Amendments and additions to the contract must be made in writing; this shall also apply to any waiver of this formal requirement.

9.5 Invalidity, ineffectiveness or unenforceability of individual provisions of this contract shall not result in invalidity or ineffectiveness of the entire contract. In any such event, the parties shall be obliged to cooperate without undue delay in creating a legally effective provision, corresponding or as close as possible to the purpose and economic meaning of the invalid provision.

9.6 yuutel emphasizes that by placing an order (especially an order form), the Customer agrees to these Terms and Conditions, EB and service descriptions.

9.7 The Customer agrees to inclusion in yuutel's reference customer list.

9.8 The Customer shall bear any necessary charges for the contract.