

GENERAL TERMS AND CONDITIONS TELE2 II

These general terms and conditions have been notified to the Regulatory Authority.

TELE2

WARUM MEHR BEZAHLEN?

Service-Hotline: 0800 24 00 24

Service-Fax: 0800 88 23 29

1. Abbreviations and Definitions

- 1.1 "Tele2" shall designate Tele2 Telecommunication GmbH as well as its vicarious agents and sub-contractors who Tele2 authorizes with the fulfillment of customer agreements.
- 1.2 "Customers" are natural persons or legal entities who intend to conclude or have concluded a customer agreement with Tele2.
- 1.3 "Business Customers" are such customers for which the customer agreements are part of their business enterprise operations; all other customers are "consumers" (within the terms of § 1 KSchG [Consumer Protection Act]).
- 1.4 "Customer Agreement" shall designate each agreement concluded between Tele2 and customers.
- 1.5 "Order" refers to the offer to conclude a customer agreement.
- 1.6 The abbreviation "TC" stands for telecommunications.
- 1.7 "Service" is the telecommunications service, which is described in more detail in the respective performance description or service information, the provision of which by Tele2 is the object of the customer agreement.
- 1.8 "TC Equipment" shall refer to such devices, terminals, equipment and other hardware including, where required, installed software, which Tele2 allows the use of or sells to the customer.
- 1.9 "Manufacture" shall refer to the completion of all work that is required for the provision of Services. When manufacture is completed, the Service has been provided.
- 1.10 "TCA" refers to the Telecommunications Act [Telekommunikationsgesetz], BGBl. [Federal Law Gazette] 2003/983 as amended.
- 1.11 "CPA" refers to the Consumer Protection Act, BGBl. 1979/140 as amended.
- 1.12 The terms "master data" and "traffic data" are based upon the definitions specified in § 92 Para. 3 of the Telecommunications Act.
- 1.13 "Tele2 AGB" refers to the General Business Terms and Conditions of Tele2 as amended.
- 1.14 Furthermore, the content of the specialized terms used are based upon the definitions specified in the Telecommunications Act.

2. Contractual Components

- 2.1 Provided that nothing else has been expressly agreed upon, the content of the customer agreement shall be derived from the following contractual components:
 - 2.1.1 Application form,
 - 2.1.2 Problem resolution proposal,
 - 2.1.3 Remuneration provisions,
 - 2.1.4 Performance description or service information,
 - 2.1.5 Service Level Agreement,
 - 2.1.6 Tele2 General Business Terms and Conditions.
- 2.2 The contractual components shall supplement each other. In the event of conflicts, those provisions shall have priority which are listed first on the listing (Clause 2.1).

3. Conclusion of Contract

- 3.1 The customer agreement shall be effected by the order of the customer and the acceptance by Tele2. The customer may make its order to Tele2 in writing, by telephone or electronically.
- 3.2 If an order is made by telephone or electronically, Tele2 shall inform the Customer about the applicability of the Tele2 General Business Terms and Conditions. The Customer may view and download the Tele2 General Business Terms and Conditions on the Internet at www.Tele2.at. Upon request, the Tele2 General Business Terms and Conditions shall be sent to the Customer. The Customer shall be obliged to confirm its order that has been made by telephone or electronically within fourteen days through the submission of an application form that has been filled out completely and signed by the customer in person. Otherwise, Tele2 shall be entitled to withhold the ordered service.
- 3.3 The acceptance of the order by Tele2 shall take place through:
 - Fulfillment (provision or activation of the service) or
 - Shipment of the ordered TC equipment or the ordered merchandise or
 - A written acceptance declaration.
- 3.4 Automation-supported acceptance declarations by Tele2 require no signature.
- 3.5 Offers of Tele2 to Business Customers are only then binding if they are drafted in writing, expressly designated as such and signed on behalf of the Company.
- 3.6 Tele2 shall be entitled to reject the conclusion of contract requested by the Customer through an order due to the following reasons:
 - 3.6.1 Due to technical reasons (if the performance ordered by the Customer is not realizable for Tele2),
 - 3.6.2 Due to financial reasons (such as for inadequate creditworthiness of the Customer or if a conclusion of contract would not be justifiable for Tele2 in accordance with business principles),
 - 3.6.3 Due to legal reasons (such as insufficient legal capacity),
 - 3.6.4 Due to operational reasons, such as a lack of availability or
 - 3.6.5 If the justified suspicion exists that the Customer would use the ordered services improperly.
- 3.7 Tele2 shall send any possible written acceptance declaration or a substantiated rejection to the Customer within an appropriate time period.
- 3.8 Tele2 shall be entitled to make the acceptance of an order contingent upon a provision of security or an advance payment and to designate the form of the security demanded (e.g., security deposit, bank guarantee, etc.). The size of the security or advance payment demanded must be in an appropriate proportion to the anticipated amount of the remuneration payment obligations.
- 3.9 Tele2 shall be entitled to demand identification documentation from the Customer.

4. Contractual Object

- 4.1 GENERAL PROVISIONS:
 - 4.1.1 The contractual object is the provision of the respective service by Tele2 and/or the respective purchasing, rental, leasing, lending or other legal dealings.
 - 4.1.2 Tele2 shall be entitled to authorize vicarious agents and/or subcontractors for the fulfillment and execution of Customer Agreements.
 - 4.1.3 The beginning of the provision of service shall be that point in time from which Tele2 actually provides the Customer with the Service.
 - 4.1.4 If Tele2 is not at fault for any possible late provisions of service, but rather the Customer, the beginning of the provision of service shall be considered to be the manufacturing date provided for in the Customer Agreement.
 - 4.1.5 In the absence of another agreement, it shall be at the discretion of Tele2 where and how the network connection is to be made.
 - 4.1.6 Tele2 shall be entitled to conform the contractual Service to the respective state of technology if this appears to be professionally justified or insignificant.
 - 4.1.7 A change in the legal situation or any possible judicial or governmental decrees may obligate Tele2 to conform the contractual Services or, where applicable, to discontinue them. The Customer may derive no legal claims from them. The provisions of § 25 of the Telecommunications Act shall remain unaffected by this.

- 4.1.8 Provided that nothing to the contrary has been agreed upon in the performance description or service information of the respective Tele2 Service or in an individual written agreement with the Customer, a supply period of eight weeks from the conclusion of contract shall apply. The provisions of Item 4.2.2 of the Tele2 General Business Terms and Conditions shall remain unaffected by this.

4.2 SPECIAL PROVISIONS FOR TELEPHONE SERVICES:

- 4.2.1 The quality of the telephone service shall correspond to the European Telecommunications Standards Institute and the International Telecommunications Union standards. The average availability shall be at least 99% on the annual average.
- 4.2.2 If the provision of certain telephone services requires services rendered by sub-contractors or vicarious agents, then the manufacturing period shall amount to a maximum of 8 weeks from the conclusion of contract. With respect to those telephone services which provide for a direct link to the fixed network operated by Tele2, Tele2 shall announce the anticipated manufacturing period at the time of the conclusion of contract upon a separate basis.

- 4.2.3 If the provision of certain telephone services requires the presence of a subscriber line provided by Telekom Austria AG, the Customer shall be obliged to immediately notify Tele2 of any possible termination of its subscription agreement with Telekom Austria AG or the discontinuation or changing of its telephone number. If the Customer fails to do this, it shall be liable to Tele2 for any possible costs incurred after the above-mentioned termination or telephone number change or discontinuation.

- 4.2.4 Upon request, the Customer shall receive the itemized fee documentation in hard copy form (§ 100 of the Telecommunications Act). In accordance with § 100 Para. 3 of the Telecommunications Act, the passive subscriber numbers are to be shown only in abbreviated form in the itemized fee documentation. More detailed provisions for itemized fee documentation are derived from service information or price lists.

4.3 SPECIAL PROVISIONS FOR DATA SERVICES AND FIREWALLS:

- The Customer acknowledges that, according to the current status of technology, neither absolute safety nor full functionality can be guaranteed. Therefore, it cannot be ruled out that third parties may acquire knowledge of saved data by illegal means and/or manipulate this data. The Customer may derive no legal claims against Tele2 from such third-party encroachments.

4.4 SPECIAL PROVISIONS FOR INTERNET SERVICES:

- 4.4.1 The utilization of third-party networks shall be subject to the technical, legal and/or financial usage restrictions of the respective network operator ("Acceptable Use Policy"). Connections to other network providers shall be made in accordance with the technical possibilities.
- 4.4.2 Internet services are generally available to the customer 24 hours a day. Nevertheless, the fluctuating burdens upon the national and international long-distance networks and equipment may lead to availability limitations.
- 4.4.3 Without the express approval of Tele2, the Customer shall not be entitled to make the use of Internet services available to third parties through LAN (Local Area Network), regardless of whether compensation is received or not.

4.5 SPECIAL PROVISIONS FOR PURCHASING TRANSACTIONS:

- Goods shall remain the property of Tele2 until the payment in full of the purchase price is made.

4.6 USE OF SOFTWARE:

- 4.6.1 If Tele2 turns software over to the Customer, then the Customer shall be obliged as the Licensee to adhere to the respectively valid provisions of use (scope of the granting of rights by Tele2 or third parties) in the use of the software. These shall be provided to the Customer in the original language.
- 4.6.2 In the use of "public domain" software or "shareware", the Customer is to adhere to the provisions of use or licensing regulations specified by the respective holder of the rights for this software.
- 4.6.3 Tele2 shall assume no warranty for flaws, disruptions or damages which can be traced back to the non-adherence to installation requirements, unprofessional servicing, infections with computer viruses, unusual operating terms and conditions (particularly deviations from the installation terms and conditions) as well as transport damages to data carriers (§ 429 of the Austrian Civil Code).
- 4.6.4 Tele2 shall assume no warranty that the software selected by the Customer functions error-free in connection with other software used by the Customer or otherwise satisfies the requirements of the Customer.
- 4.6.5 With respect to software that Tele2 has not produced itself, which Tele2 simply makes available in its network or provides free of charge, Tele2 shall assume liability with respect to the consumer merely for intentional wrongdoing or gross negligence. Otherwise, it shall assume no such liability whatsoever.

5. Transfer, Installation and Maintenance of TC Equipment

- 5.1 Unless expressly agreed upon otherwise, TC equipment may be installed, maintained or dismantled exclusively by Tele2. It is only provided to the Customer for its use and remains the property of Tele2.
- 5.2 Tele2 shall reserve the right as needed to provide the Customer with used TC equipment as well as to exchange TC Equipment to improve Services.
- 5.3 For the installation, maintenance or dismantling, Tele2 is to be granted access to the TC Equipment at any time subject to the prior notification of the Customer.
- 5.4 The Customer shall bear the costs incurred for the professional installation, maintenance, modification or dismantling of TC Equipment for work done to real property, buildings, rooms, pipes or cable lines.
- 5.5 The Customer shall use the TC Equipment in a careful manner and only in accordance with the contractual provisions. The Customer is to maintain the TC Equipment in that condition in which it is provided to the Customer while taking into consideration customary wear and tear. The validity of the Customer Agreement, including remuneration payment obligations, shall not be affected by any damage to the TC Equipment for which the Customer is responsible.
- 5.6 The maintenance shall include the elimination of those flaws and/or disruptions of the TC Equipment that occur despite proper use or natural wear and tear.
- 5.7 The maintenance shall not include the elimination of flaws and/or disruptions, which arise due to
 - Improper servicing,
 - Maintenance or dismantling by the Customer or unauthorized third parties,
 - Contractual violations by the Customer,
 - Climatic influences or
 - Force majeure.
- 5.8 If, due to the Customer's notification of a purported disruption to Tele2, Tele2 becomes involved on the Customer's behalf and it turns out that a disruption does not exist or this disruption is the responsibility of the Customer, the Customer shall be required to reimburse Tele2 for the expenditures incurred.
- 5.9 From the time the TC Equipment is turned over to it, the Customer shall be responsible for any damage and loss, even in the event of force majeure. Force majeure are particularly fire and water damage as well as lightning damage.

6. Cooperation Obligations of the Customer

- 6.1 For the entire duration of the Customer Agreement, the Customer shall make available free of charge

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- the space, pipes and/or cable lines in a suitable condition that are needed for the installation and operation of TC Equipment (particularly with respect to humidity and temperature). The same shall apply accordingly for the electrical power that is needed.
- 6.2 The Customer shall be required to notify Tele2, before the beginning of work, of the location of concealed power, gas and water lines as well as similar equipment on-site and to ensure that there is a grounding connection. Otherwise, compensation for damage shall be excluded.
- 6.3 If installation, maintenance, operation or dismantling of TC Equipment requires the use of real property, buildings or space, the Customer shall obtain the required approvals or permits of the authorized parties and document them in writing to Tele2 upon its request.
- 6.4 The Customer is to obtain the required governmental permits for the installation and operation of the TC Equipment.
- 6.5 Provided that it is required, the Customer shall assist in the rectification of defects that is made by Tele2. Both Tele2 as well as the Customer are absolutely obliged to undertake everything to make the execution of the Customer Agreement possible for each other reciprocally and to refrain from everything that could obstruct or endanger the contractual execution.
- 6.6 The Customer shall be obliged to immediately notify Tele2 of risks for the TC Equipment and to itself ensure the avoidance or elimination of disruptive influences (particularly other sources of current). Tele2 may also itself undertake or bring about the rectification of disruptive influences. The Customer shall bear the costs incurred for this.
- 6.7 In order to avoid corresponding damage compensation obligations, the Customer shall be obliged to immediately notify Tele2 of imminent encroachments upon the ownership rights of Tele2 that are based upon factual or legal grounds. The Customer shall assume the costs which Tele2 incurs through the judicial or extra-judicial assertion of its ownership rights and are necessary and purposeful for the bringing of legal action.
- 7. Utilization of User Data**
- 7.1 User data refers to all data identifying the customer which must be used by the same to access certain services [e.g., User ID, password, Personal Identification Number (PIN), log-in, etc.].
- 7.2 In order to avoid the inappropriate use of user data, the Customer shall be obliged particularly,
- 7.2.1 To store its user data carefully, keep it confidential and not to pass it on or to make it otherwise accessible to unauthorized third parties;
- 7.2.2 To immediately notify Tele2 by telephone of any suspicion of inappropriate use of its user data.
- 7.3 The Customer is to provide damage compensation for any damages that it negligently brings about through the inappropriate use of user data.
- 8. Fees**
- 8.1 ONE-TIME FEE: For the installation of TC Equipment and/or the provision or activation of Services, the Customer shall owe a one-time fee (Set-up Fee).
- 8.2 REGULAR FEES: For the provision of TC Equipment and/or the Services, the Customer is to pay a regular fee from the beginning of performance (Items 4.1.3 and 4.1.4) per invoicing period (Sub-Clause 9.2). The regular fee shall consist of
- 8.2.1 A fixed amount (basic fee) owed per invoicing period for the transfer or provision and/or
- 8.2.2 A variable amount, the size of which is dependent upon the extent to which the Customer makes use of the Service during the respective invoicing period (connection fees, messages transmitted by volume or data-related fees or the like).
- 8.3 In the first invoicing period (after the conclusion of contract), the amount of the basic fee (Item 8.2.1) shall be based pro rata upon the number of days remaining from the first invoicing period calculated from the beginning of performance. If the agreement is terminated, the same shall apply accordingly for the last invoicing period.
- 8.4 A regularly variable fee (Item 8.2.2) based upon minimum consumption may, as required, be expressly agreed upon between the parties and refers to such minimum amount that the Customer also then owes if the extent of Services actually used in the invoicing period does not reach the minimum consumption level.
- 8.5 All fees specified in the Customer Agreement are understood to be in euro excluding VAT, for consumers including VAT, and without any other taxes or fees that may have been incurred.
- 8.6 The Customer shall bear all taxes to be paid as the result of a Customer Agreement concluded with Tele2.
- 8.7 Regardless of any possible payment designations by the Customer to the contrary, payments received shall be credited first to collection costs (judicial or extra-judicial), then to default interest and finally to other outstanding debts. Furthermore, payments received shall be credited in the above-mentioned sequence first of all to the oldest outstanding debt. The rights of consumers in accordance with § 6 Para. 1 Clauses 6-8 of the Consumer Protection Act shall remain unaffected, to the extent that they are applicable.
- 8.8 The Customer shall undertake suitable organizational and technical measures in order to prevent the unauthorized use of the Services provided by Tele2. If third parties utilize the Services provided to the Customer (1.7 Tele2 General Business Terms and Conditions), then the Customer shall be liable for the fees created by this, if the attributable utilization was made possible with its consent, its knowledge or as the result of at least simple negligence upon the part of the Customer.
- 9. Payment Terms and Conditions**
- 9.1 One-time fees (Sub-clause 8.1) shall be payable at the beginning of performance.
- 9.2 Regular fees (Sub-clause 8.2) shall be calculated periodically. The invoicing period shall be the calendar month. Tele2 shall be entitled to base the calculation of the fee upon an invoicing period deviating from the calendar month.
- 9.2.1 The basic fee (Item 8.2.1) shall be payable in advance at the beginning of each invoicing period. The regular variable fee (Item 8.2.2) shall be respectively payable at the end of each invoicing period.
- 9.2.2 If the consumption (amount of those fees without VAT which the Customer owes for the utilization of Services within a certain time period) exceeds € 100.00 per day, Tele2 shall be entitled to the immediate accelerated payment of all fees not yet invoiced. This shall apply particularly if there is a wellfounded suspicion of inappropriate use.
- 10. Objections to the Invoices**
- 10.1 If the Customer doubts the correctness of the amount invoiced to it, then it is required to make an objection in writing within 60 days of the invoicing date, while stating the reasons for this objection. Otherwise, the invoiced amount shall be considered to be correct.
- 10.2 In the event of objections against individual items on the invoice, the (partial) undisputed amounts upon this invoice are to be paid in a timely manner in accordance with the agreement.
- 10.3 If Tele2, after its examination is carried out, should consider the objections of the Customer to be unjustified, the Customer may, within one month after the receipt of Tele2's opinion statement regarding such objections, seek redress with the „Rundfunk und Telekom Regulierungs-GmbH“ (regulatory authority) for the resolution of the dispute (§ 122 of the Telecommunications Act).
- Otherwise, the objection shall be excluded. For the execution of such dispute resolution proceedings that affect the rendering of telecommunications services, the regulatory authority has issued guidelines. The providers are obliged to cooperate in such proceedings. Until the dispute is resolved, the time of payment of the disputed amount shall be suspended. Regardless of this, the provider may call for the immediate payment of the amount that corresponds to the average of the last three invoiced amounts (§ 71 Para. 2 of the Telecommunications Act).
- 10.4 If Tele2 discovers an error in the invoicing that has been prepared which could be disadvantageous to the Customer and the correct fee cannot be calculated, then the Customer shall owe a lump-sum fee for the invoicing period concerned which shall correspond to the average of the fees incurred in the last three invoicing periods (§ 71 Para. 4 of the Telecommunications Act). In the event of a shorter contractual term, this amount will be adjusted to the actual use up to such point in time.
- 10.5 Tele2 shall notify the Customer upon a separate basis of the respective timeframe and the significance of its conduct in accordance with 10.1 and 10.3.
- 11. Payment Default**
- 11.1 In the event of payment default, the Customer shall owe default interest in the amount of the last published ECB tendering rate plus an additional 5 percent p.a., nonetheless at least default interest in the amount of 10 percent p.a.
- 11.2 In the event of payment default, the Customer is to pay a flat-rate processing fee of € 7.50 (not including VAT) per item of correspondence which is sent in the course of the collection of the debt. The Customer is to reimburse Tele2 for all costs, fees and cash outlays that it incurs for the purposeful and necessary assertion of its claim.
- 12. Offsetting Ban**
- The Customer may offset claims of Tele2 only with counterclaims that are upheld judicially or expressly acknowledged in writing by Tele2. This offsetting ban shall not apply to consumers (§ 6 Para. 1 Clause 8 of the Consumer Protection Act).
- 13. Security**
- 13.1 If, after the conclusion of contract, circumstances occur or become known which justify the acceptance of an increased risk of claims against the Customer, Tele2 shall be entitled to demand the provision or increasing of securities within an appropriate timeframe or a prepayment.
- 13.2 This shall be the case in particular if the financial circumstances of the Customer change disadvantageously or the justified suspicion exists that such circumstances are likely to change or the securities already provided have decreased in value or threaten to decrease in value. This shall also then apply if, upon the conclusion of contract, the provision of securities was not demanded. Sub-clause 3.8 shall apply accordingly.
- 14. Warranty**
- 14.1 Any warranty claims of the Customer shall be in accordance with the statutory provisions.
- 14.2 Warranty claims shall not be valid if the Customer or a third party has maintained or modified the devices and equipment without the written approval of Tele2. For defects which are created through such work the Customer shall not be entitled to raise any claims against Tele2.
- 15. Liability**
- 15.1 Tele2 shall not be liable for the content, accuracy or completeness of data, news or information that are received, transmitted or disseminated or made accessible through the use of the services provided by Tele2.
- 15.2 Tele2 shall provide services reliably and with due care. Nevertheless, disruptions of services or delays in the connection setup cannot be ruled out.
- 15.3 Tele2 shall be liable for damages only in the event of intentional wrongdoing or gross negligence. In the event of simple negligence, Tele2 shall be liable only for personal injury. The liability for Business Customers shall be limited to € 50,000.00 per case of damages. For consequential damages, lost profits, damages from third-party claims or simple financial losses, Tele2 shall not be liable to Business Customers.
- 15.4 In the event that several Customers suffer damages at the same time through one and the same event, then the liability of Tele2 shall be restricted for each individual damaged party to € 50,000.00, for the totality of the damaged parties to € 725,000.00. If the actual total damages exceed the amount of € 725,000.00, then the compensation claims of the individual damaged parties shall be reduced proportionally. This shall not apply to consumers.
- 15.5 Tele2 shall not be liable for damages which are attributed to
- Force majeure (e.g., fire and water damage, direct or indirect lightning strikes),
 - Effects of devices which have been connected by the Customer or
 - Operational stoppages, which are necessary for the undertaking of work required for operations or for the avoidance of network disruptions.
- Mandatory statutory liability provisions concerning consumers shall remain unaffected by this.
- 15.6 The Customer shall be liable to Tele2 for damages that are created through loss, damage or as the result of the transfer of TC equipment to third parties.
- 16. Adherence to Legal Directives**
- 16.1 The Customer shall be exclusively responsible for the content of the data, messages or information that it provides, disseminates, transmits, receives or makes accessible. The same shall apply accordingly for all persons for which the Customer makes possible the use of services.
- 16.2 Regarding the content of the data, messages or information that are provided, disseminated, transmitted and received or made accessible, as well as with respect to the dissemination of the messages themselves (§ 107 of the Telecommunications Act), limitations exist through legal directives (Criminal Code, Pornography Act, Prohibitory Act, E-Commerce Act, Telecommunications Act, etc.), to the adherence of which the Customer shall be obliged. If the Customer violates the legal directives through the use of services, it shall indemnify and hold Tele2 harmless in this context.
- 16.3 If the Customer uses services in order to provide data for inquiries by third parties, it shall be considered as the owner of the media in accordance with the Media Act. It shall indemnify Tele2 from all damages which are brought about by means of the data that it brings into circulation; this shall particularly apply in connection with media content-related tortious offenses or damage compensation claims of third parties under media law.
- 17. Data Protection and Protection of Business and Trade Secrets**
- 17.1 Consumers shall be referred to agreement declarations and objection rights on a separate basis on the respective application form.
- 17.2 Tele2 shall be entitled to save, process and disseminate personal data, while adhering to the relevant data protection provisions (particularly the Data Protection Act 2000, § 92 ff of the

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Telecommunications Act) in the course of the contractual execution and for the purposes specified in the Customer Agreement. The Customer may not assert legal claims from the dissemination of the data based upon statutory obligation.

- 17.3 The Customer consents to the examination of its creditworthiness through an inquiry to the creditor protection associations. For collection purposes, Tele2 shall be entitled to provide customer data such as particularly names (including former names), birth date, gender, address, occupation, data regarding payment default and outstanding balances to creditor protection associations, attorneys and collection agencies. At any time, the consent may be revoked.
- 17.4 For the execution of the Customer Agreement, Tele2 shall be entitled to pass on master and traffic data to vicarious agents and sub-contractors.
- 17.5 The Customer is in agreement that Tele2 may use the traffic data concerning it for purposes of the execution of the Customer Agreement and the consulting of the Customer, the continued development and marketing of its own services, demand analysis and the planning of the network structure. This approval may be revoked at any time.
- 17.6 Tele2 shall delete the master data affecting the Customer after the termination of the legal relationship with it, provided that this data is not needed in order to calculate fees or collect them, process complaints or fulfill other statutory obligations.
- 17.7 If this is required for purposes of the calculation of fees – including the hook-up fees, Tele2 shall save the traffic data until the expiration period lapses within which the invoice may be legally contested or the payment claim may be asserted. In the event of a legal dispute, the traffic data shall be saved until the final decision is made. Provided that nothing to the contrary has been agreed upon contractually, the traffic data shall be deleted in all other cases after the expiration of the 60-day time period for objections (Sub-clause 10.1).
- 18. Ban on Inappropriate Use**
- 18.1 The Customer is forbidden from using inappropriately the services provided by Tele2. Inappropriate use shall be considered to be especially:
- 18.1.1 The provision of data made for inquiries of third parties which violate statutory provisions or the "Netiquette" whereby Tele2 shall be entitled to immediately delete this data and without prior notification of the Customer;
- 18.1.2 The unauthorized encroachment upon third-party rights (e.g., third-party copyright, trademark and sample rights, etc.);
- 18.1.3 The unauthorized dissemination of user data (e.g., user identification information, password, PIN, etc.) to third parties;
- 18.1.4 The Customer's careless handling of user data (Clause 7) or its culpable violation of the obligation affecting it regarding the maintenance of secrecy for this data;
- 18.1.5 Any ascertainment of system functions or data which are not intended for retrieval by the Customer, regardless of whether this data is saved upon network equipment or databases of Tele2 or third parties.
- 18.2 The Customer shall be liable for all damages that it negligently causes through the inappropriate use of the services provided by Tele2.
- 19. Blocking of Services**
- 19.1 Tele2 shall be entitled for good cause, in whole or in part, to discontinue the provision of services (blocking of services), regarding which the Customer shall be notified to the extent that this is suitable; this shall be particularly if
- 19.1.1 A reason exists that entitles Tele2 to a dissolution of the agreement without notice (Sub-clause 23.2);
- 19.1.2 There is a well-founded suspicion that the Customer will inappropriately use the Services or related services, particularly with dishonest intentions, or tolerate such use by third parties;
- 19.1.3 Despite the request of Tele2, the Customer does not immediately remove disruptive or unpermitted terminal equipment from the network terminating interface (§ 72 Para. 1 of the Telecommunications Act). If the Customer makes an objection after the receipt of the request, then Tele2 shall carry out such a blocking only after turning to the regulatory authority unless a restriction of other users of the network or service or an endangerment of persons exists (§ 72 Para. 2 and 3 of the Telecommunications Act). Disruptive are particularly such terminal equipment from which network activities originate which endanger safety or operations for the network operation or are damaging or burden some for third-party subscribers.
- 19.2 In the event of a block for which it is responsible, the Customer shall bear the costs for its setting up and removal, any incurred repair costs as well as the reimbursement for any damages incurred. The amount of the costs shall be in accordance with the extent of the deployment of technical personnel required for the setting up and the removal of any possible block plus any incurred expenses.
- 19.3 The block shall be lifted as soon as the prerequisites for the block no longer exist and the Customer pays the costs incurred and other payments owed to Tele2 or provides sufficient security (Clause 13).
- 20. Contractual and Remuneration Amendments, Modifications of Master Data**
- 20.1 Tele2 shall be entitled to amend the contractual contents forming the basis of the Customer Agreements, the Business Terms and Conditions (Tele2 Business Terms and Conditions) and to change the remuneration amounts. A notification period of two months shall apply, provided that the changes are not exclusively advantageous. Tele2 shall make notification to the Customer in a suitable manner of the essential content of each change that is not exclusively advantageous for the Customer at least one month before it becomes effective whereby the Customer may terminate the Customer Agreement free of charge until the time it becomes effective (§ 25 Paras. 2 and 3 of the Telecommunications Act). This termination shall not be effective if Tele2, within four weeks of the receipt of the Customer's termination, refrains from making the change. In such case, the Customer Agreement shall be continued subject to the previously valid terms and conditions.
- 20.2 For the contractual execution, the Customer will immediately provide essential modifications of master data concerning its person; this
- In writing while specifying the customer no. or
 - By telephone while specifying the PIN code or
 - By Internet while specifying the login and password.
- 20.3 Essential modifications concern particularly
- Name,
 - Address,
 - Invoicing address,
 - Bank details,
 - Company Register no. or other registration numbers
 - Legal form.
- 20.4 If the Customer fails to disclose the address changes, the written documents intended for it shall be considered as received with legal validity if they are sent to the last address provided by the

Customer.

21. Resale and Legal Succession

- 21.1 The Customer may resell the Services only with the prior written approval of Tele2.
- 21.2 In the event of resale to a third party, the Customer shall be obliged to impose the cooperation and ancillary performance obligations provided for in the Customer Agreement upon the third party. The Customer shall ensure that the third party adheres to the cooperation and ancillary performance obligations. The Customer shall be entitled to no claims against Tele2 derived from objections based upon its legal relationship to the third party.
- 21.3 The complete or partial entry of a third party into the rights and obligations of the Customer Agreement shall require the express written approval of Tele2. In the event of such an occurrence, the previous as well as also the newly entering Customer shall be jointly liable for the payment obligations incurred up to the time entry is made.

22. Other Provisions

- 22.1 Agreements, amendments or supplements of the Customer Agreements that deviate from these Business Terms and Conditions shall only then be legally valid if they are made in writing. The written form requirement may only be contracted out in writing. Oral ancillary agreements are legally invalid. For consumers, the restrictions of the Consumer Protection Act shall apply.
- 22.2 If any contractual provision of a Customer Agreement is null and void, then a provision shall be considered as having been agreed upon that most closely corresponds to the content of the legally invalid provision. The Customer Agreement shall furthermore be maintained in an unamended fashion unless the continued application of the agreement would constitute an unreasonable disadvantage for one contractual party based upon its partial invalidity.
- 22.3 The place of performance and exclusive legal venue shall be Vienna. For consumers, § 14 of the Consumer Protection Act shall apply.
- 22.4 For any possible disputes derived from or in connection with the Customer Agreements, even with respect to the validity of the agreements themselves, Austrian law shall apply with the exception of its reference standards and the UN Convention on Contracts for the International Sale of Goods.
- 22.5 Reference shall be made to the existence of the uniform European emergency telephone no. 112 in accordance with § 25 Para. 4 of the Telecommunications Act.
- 22.6 In the event of questions regarding Tele2 Services as well as to report disruptions, the Customer may contact the Tele2 Line 0 800 800 800 or per e-mail to kunde@Tele2.at.

23. Contractual Duration and Contractual Termination

- 23.1 Provided that nothing to the contrary has been expressly agreed upon, the Customer Agreement has been concluded for an indeterminate period of time and may be terminated in writing by either contractual party while adhering to a one-month termination notice period from the end of each respective calendar month.
- 23.2 The Customer Agreement may be dissolved for good cause in writing by either contractual party at any time with immediate validity. Good cause shall entitle Tele2 to perform a contractual dissolution without notice, which shall be particularly:
- 23.2.1 In the event of payment default by the Customer despite a written warning while providing an additional payment period of 14 days;
- 23.2.2 If, at the time of the conclusion of the Customer Agreement, the Customer itself or a third party providing security provides inaccurate information about its business relationships or financial situation or fails to mention circumstances which, if Tele2 had known such information or about such circumstances, would have resulted in Tele2 not having concluded the Customer Agreement;
- 23.2.3 In the event of the death or legal incapacity of the Customer or, if the Customer is a legal entity, in the event of a liquidation;
- 23.2.4 In the event of each service usage violating applicable legal directives (Clause 16);
- 23.2.5 If the Customer violates contractual provisions which are supposed to ensure the maintenance of the functionality of the network or Services or promote the protection of third-party rights;
- 23.2.6 If Tele2 requests that the Customer remove disruptive or unpermitted terminal equipment from the network terminating unit and the Customer does not immediately fulfill this request despite the restriction of other users of the network or Services or an endangerment of persons;
- 23.2.7 If the Customer does not fulfill the obligation to provide security or enhance its provided securities;
- 23.2.8 In the event of a relevant worsening in Customer's financial situation or that of the third party providing security for the same, particularly in the case of moratorium agreements, the determination of reorganization needs in the Customer's company by an auditor, payment suspension declarations, the opening of bankruptcy proceedings or the rejection of the opening of bankruptcy proceedings due to a lack of cost-covering assets, presentation of a list of assets in court, extra-judicial debt composition proceedings, respectively for the Customer itself or a personally liable shareholder of the Customer;
- 23.2.9 In the event of a serious violation of an essential contractual obligation.
- 23.3 If the Customer Agreement stipulates a waiver of termination rights for a certain period of time, then the Customer Agreement may only then be properly terminated by the Customer as soon as this time period has expired in full beginning with the start of the performance/provision of service.
- 23.4 Upon the termination of the Customer Agreement – regardless of the reason – the Customer shall either, at the discretion of Tele2, make available all TC Equipment belonging to Tele2 ready for pick-up or to return it to the domestic location for return as specified by Tele2. If the Customer causes a delay in the return, it shall be obliged, subject to any further claims, to pay an appropriate user fee until the actual return is made.

24. Special Provisions for Long-Distance Sales to Consumers

- 24.1 If the Customer is a consumer, the provisions of the Consumer Protection Act are to be applied for Customer Agreements, which are concluded subject to the exclusive use of one or several long-distance means of communication (long-distance sales agreements).
- 24.2 The consumer may withdraw from a Customer Agreement concluded in long-distance sales or a contractual declaration rendered in long-distance sales subject to a notice period. The withdrawal period shall amount to seven working days whereby Saturday shall not be considered to be a working day. It shall begin for
- 24.2.1 Agreements regarding the rendering of services with the date of the conclusion of contract;
- 24.2.2 Agreements regarding the supplying of goods with the date of their receipt by the consumer.
- 24.3 For the effectiveness of the withdrawal (Clause 24.2), it shall be sufficient if the withdrawal declaration is sent within the notice period.

Rev. 01.07.2004