



Business

General Terms and Conditions of Hutchison Drei Austria GmbH

for telecommunications services

and related deliverables for business customers
(GTCs of Business).

Valid for new contracts as well as
contract extensions
as of **14 November 2024**.

1. Abbreviations and Definitions

- 1.1. "Drei" means Hutchison Drei Austria GmbH (Brünner Straße 52, FN 140132b; Commercial Register Court: Commercial Court Vienna) as well as vicarious agents and sub-contractors commissioned with the performance of customer contracts.
- 1.2. "Customer" means a natural or legal person who intends to conclude a customer contract with Drei or who has concluded such a contract and for whom the respective customer contract belongs as part of the operation of his business (Section 1 of the Austrian Consumer Protection Act (KSchG)).
- 1.3. "Customer contract" means each contract concluded between Drei and customers in the sense of Item 4.1.1.
- 1.4. "Order" means the offer to enter into a customer contract.
- 1.5. The abbreviation "TC" stands for the term "telecommunication".
- 1.6. "Service" means the telecommunication service described in detail in the respective performance specification or service information whose provision by Drei constitutes the subject-matter of the customer contract.
- 1.7. "IT/TC-equipment" means those devices, terminals, facilities and other hardware including any software which may have been installed which Drei sells or otherwise allocates to the customer.
- 1.8. "SIM-Card" means a chip card which remains in the possession of Drei which enables the activation and provision of services by Drei.
- 1.9. "E-Sim Profile" means a combination of data and software applications exclusively under Drei's power of disposition which enables the activation and provision of services by Drei.
- 1.10. "Set-up" means the completion of all of the work required for the provision of services. The service is provided upon the completion of set-up.
- 1.11. "TKG" means the Austrian Telecommunications Act 2021, BGBl. (Federal Law Gazette) I No. 190/2021 in its currently applicable version.
- 1.12. "KSchG" means the Austrian Consumer Protection Act, BGBl. (Federal Law Gazette) 1979/140 in its currently applicable version.
- 1.13. "FAAG" means the Austrian Distance Selling Act, BGBl. (Federal Law Gazette) I 2014/33 in its currently applicable version.
- 1.14. "FTEG" means the Austrian Act on the Market Surveillance of Radio Systems and Terminal Equipment, BGBl. (Federal Law Gazette) I No. 57/2017 in its currently applicable version.
- 1.15. "AStG" means the Austrian Alternative Dispute Resolution Act, BGBl. (Federal Law Gazette) I No. 105/2015 in its currently applicable version.
- 1.16. "GTCs of Business" means General Terms and Conditions for Drei Business Customers in their currently applicable version.
- 1.17. Otherwise, the content of the technical terms which are made use of is based on the definitions in the TKG.

2. Contractual Components

- 2.1. Unless explicitly agreed otherwise, the content of the customer contract consists of the following contractual components:
- 2.2. A registration form;
- 2.3. Provisions with respect to the fees (including service fees);
- 2.4. A performance specification or service information;
- 2.5. A service-level agreement;
- 2.6. The GTCs of Business as well as specific provisions for services and products.
- 2.7. The contractual components complement one another. In the event that they contradict one another, those regulations listed first in the list (Item 2.1) shall be accorded priority.

3. Conclusion of Contract/Credit Assessment

- 3.1. The customer contract is established through the order placed by the customer and its acceptance by Drei. The customer may address his order to Drei in writing, by phone or electronically.
- 3.2. Drei shall be entitled to perform a credit assessment as a prerequisite for the conclusion of the contract. Customers can find information about Drei's credit assessment procedure in Drei's Data Protection Declaration under www.drei.at/datenschutz.
- 3.3. Drei strives to provide its customers with an offer tailored to their individual needs. For existing customers, invoice data from the last 12 months will be processed for this purpose. Customers can find more information on this in Drei's Data Protection Declaration under www.drei.at/datenschutz.
- 3.4. The GTCs of Business are available at Drei's outlets, will be sent to the customer at his or her request and may be viewed on the Internet under www.drei.at.
- 3.5. Drei's acceptance of the order will be confirmed by:
 - fulfilment (the provision or activation of the service); or
 - installation; or
 - the shipping of the ordered IT/TC-equipment or of the ordered goods; or
 - a declaration of acceptance.
- 3.6. Automated declarations of acceptance from Drei do not require a signature.
- 3.7. Offers from Drei to customers shall only be binding where these are made in writing and are signed by one of the firm's authorised officers.
- 3.8. Drei is entitled to refuse to enter into the contract requested by the customer through the placement of an order for the following, exemplary reasons in particular:
 - 3.8.1. for technical reasons (if the service ordered by the customer cannot be realised by Drei);
 - 3.8.2. for economic reasons (for example, owing to a lack of creditworthiness on the part of the customer; if Drei has already terminated a contractual relationship with the customer at least once before on extraordinary grounds or if the customer is in default with a payment owed to Drei for services from another contractual relationship);
 - 3.8.3. for legal reasons (for example, a lack of contractual capability);
 - 3.8.4. for operational reasons (for example, a lack of availability); or
 - 3.8.5. if there are grounds for the justified suspicion that the customer will use the ordered services improperly.

3.9. Any declaration of acceptance or justified refusal will be communicated to the customer by Drei within an appropriate deadline.

3.10. Drei shall be entitled to demand proof of identity from the customer (e.g., passport or identity card) as well as proof of the existence of power of signatory or power of representation.

4. Subject Matter of the Contract

4.1. GENERAL PROVISIONS:

- 4.1.1. The subject matter of this contract is the provision of the respective service by Drei and/or the respective purchase, rental, leasing, loan or other legal transaction.
- 4.1.2. Drei shall be entitled to engage vicarious agents and/or sub-contractors for the fulfilment and performance of customer contracts. Drei explicitly reserves the right to choose the networks to be used for the performance of its services.
- 4.1.3. The start of the service shall be the point in time from which Drei actually makes the service available to the customer.
- 4.1.4. If the reason for any delayed provision of the service is not attributable to Drei but, rather, to the customer, the start of the service shall be the set-up date determined in the customer agreement.
- 4.1.5. In the absence of a different agreement, it shall remain at Drei's discretion where and in which way connection to the network shall be established.
- 4.1.6. A change in the legal situation or possible judicial or official orders may oblige Drei to adjust contractual services or, as the case may be, to discontinue them.
- 4.1.7. If the customer has all of the technical requirements for the subject matter of the contract, activation shall take place within three working days. The provisions of Item 4.2.1.2. shall remain unaffected by this.
- 4.1.8. Within the scope of mobile services, the customer activates the service as a distance sale (FAAG) and with end devices supplied by logistics partners by making any arbitrary telephone call (the so-called first call). The service will automatically be made available five working days from the delivery of the device in any case.
- 4.1.9. The customer is not permitted to enable third parties to use internet services via LAN (Local Area Network) or other technical equipment, whether for a fee or gratis, without Drei's explicit authorisation. Excluded from this are employees or persons who live in the same household as the customer.
- 4.1.10. Any kind of use which violates the contract is prohibited. In particular, it is forbidden to use the agreed services commercially or to make them available to third parties on a commercial basis without Drei's explicit consent.
- 4.1.11. The use of third-party networks is subject to the technical, legal and/or economic usage restrictions of the respective network operators ("Acceptable Use Policy"). Connections to other operators shall take place subject to the technical opportunities to do so.
- 4.1.12. The customer shall observe all relevant laws regulating the transmission, distribution and display of certain contents and assume sole responsibility for compliance with such vis-à-vis all other persons.
- 4.1.13. Connections to all emergency numbers shall be possible free of charge.
- 4.1.14. Details of the measures taken to ensure equality for people with disabilities and of the products and services specifically intended for users with disabilities (together with details of how to obtain updated information) can be found in the relevant performance description and can also be requested from Drei.

4.2. SPECIFIC PROVISIONS FOR LANDLINE SERVICES:

- 4.2.1. TELEPHONY SERVICES (LANDLINE)
 - 4.2.1.1. The quality of telephony services corresponds to ETSI and ITU standards. In the case of VoIP-based services, these correspond to the valid IETF-RFC standards. Average availability amounts to at least 99% as an annual average. Further details on the scope of the services offered and the main features of each service provided, including any minimum service quality levels, can be found in the respective service description.
 - 4.2.1.2. If the provision of certain telephony services requires specific technical preparations, the set-up thereof shall normally take place within eight weeks of the conclusion of the contract. Drei will make a separate announcement as to the estimated set-up date for those telephony services which provide a direct connection to the land-line operated by Drei at the time the contract is entered into.
 - 4.2.1.3. If the provision of certain telephony services requires the availability of a subscriber connection provided by Telekom Austria, the customer is obliged to notify Drei of any possible termination of his or her user contract with Telekom Austria or of the relinquishment or changing of his or her phone number. If the customer fails to do so, he or she shall owe Drei all fees accruing after the stated termination, change of phone number or relinquishment.
- 4.2.2. INTERNET SERVICES (LANDLINE):
 - 4.2.2.1. The quality of the Internet service corresponds to RFC and IEEE standards. Further details on the scope of the services offered and the main features of each service provided, including any minimum service quality levels, can be found in the respective service description.
 - 4.2.2.2. Where the suspicion that the aforementioned obligation will not be met is justifiably raised, Drei reserves the right to remove contents, to block access to such or, where no milder remedies will suffice, to restrict or cancel access to the Internet immediately. All of the parties' other contractual duties shall remain unaffected and unchanged by this.
- 4.3. SPECIFIC PROVISIONS FOR MOBILE SERVICES:
 - 4.3.1. The availability of mobile services is geographically limited to the reception and transmission range of the mobile network operated by Drei (network coverage) within Austria. The customer shall inform him- or herself about the level of network coverage at his or her preferred locations before entering into the contract. The customer has the opportunity to check outdoor network coverage by entering specific locations into Drei's website under www.drei.at.
 - 4.3.2. Mobile telephony service and geographical availability outside of Drei's mobile network depend on the extent of the networks belonging to Drei's national and international roaming partners and on the agreements existing between Drei and these roaming partners.
 - 4.3.3. Drei explicitly points out that mobile services are based on the use of radio waves and that the relevant information with respect to network coverage may only

- constitute average prediction values regarding their range. The actual reception conditions depend on a variety of influences which are partly beyond Drei's control (e.g., the structural conditions of buildings, shading by other buildings or by geographical or atmospheric conditions).
- 4.3.4. Temporary disruptions to the Drei network owing to technical reasons, the disruptive influence of other networks or delays when establishing a connection cannot be entirely excluded. Drei shall remedy any interruption or other technical fault it has been made aware of without undue delay.
- 4.3.5. The availability of Drei's "Voice and mobile data services" amounts to at least 97% across one calendar year. Further details on the scope of the services offered and the main features of each service provided, including any minimum service quality levels, can be found in the respective service description. The availability of other Drei services corresponds to state of the art. It may be necessary for Drei to temporarily interrupt its services for the performance of maintenance or expansion works required for operational reasons. Drei shall keep such interruptions as short as possible and shall endeavour to perform these at times when the use of the services is typically lower.
- 4.3.6. Drei provides the customer with the necessary SIM-Card(s) or an E-Sim profile to enable him or her to use the agreed services. SIM-cards that have been provided shall be returned to Drei upon request after termination of the contractual relationship. If an E-SIM profile is being used, the customer shall be provided with a code by Drei to activate this and, hence, for the use of Drei's services.
- 4.3.7. Drei shall be entitled to exchange SIM-cards which have been provided for replacement cards or to place technically necessary or product-related modifications into SIM-cards via the mobile network at any time.
- 4.3.8. Drei shall be entitled to pre-programme (SIM-lock) the offered mobile devices for use within the Drei network. If the customer is the owner of the device, he may have the device unlocked by Drei at a cost (in accordance with the current price list).
- 4.3.9. If the allowance of a hardware budget for the acquisition of devices has been agreed with the customer, this must be entirely consumed by the end of the first agreed minimum contract term that he or she is to observe, otherwise it shall lapse. The pay-out of any unused funds from the hardware budget is excluded.
- 4.4. SPECIFIC PROVISIONS FOR PURCHASES:
- 4.4.1. Any goods and IT/TC-equipment sold to customers as part of the landline business shall remain the property of Drei until complete payment of the purchase price.
- 4.4.2. Insofar as Drei delivers goods or IT/TC-equipment to the customer at his or her request, the customer shall bear the risk and costs of dispatch unless agreed otherwise.
- 4.5. USE OF SOFTWARE:
- 4.5.1. If Drei provides software to the customer, the customer shall undertake to comply with the provisions of use when using the software (the scope of the granting of rights by Drei or by third parties). The customer shall be provided with these in their original language.
- 4.5.2. When using "Public Domain" software or "Shareware", the customer shall comply with the provisions of use or the license stipulations stated by the particular owner of such software.
- 4.5.3. Drei shall not be responsible for errors, faults or damage resulting from non-compliance with installation requirements, from improper operation, contamination with computer viruses, abnormal operation conditions at the customer's end (in particular, deviations from the installation conditions) or from damage caused by transportation on data carriers.
- 4.5.4. Drei only guarantees that software will work in connection with standard software used by the customer when used in conjunction with other software. The warranty period amounts to six months for any defects in connection with the use of software and is limited to reproducible (continuously repeatable) defects in the programme function.
- 4.5.5. Drei is not obliged to provide the customer with the latest version of a digital service available at the time of the conclusion of the contract, nor is Drei obliged to provide the customer with updates for digital services or goods with digital elements.

5. Allocation, installation and maintenance of IT/TC-equipment or other goods

- 5.1. Unless explicitly agreed otherwise, IT/TC-equipment may only be installed, maintained or disassembled by Drei. It shall only be loaned to the customer for use and remains the property of Drei.
- 5.2. Information on any charge for IT/TC equipment will be communicated to the customer upon the conclusion of the contract.
- 5.3. Drei reserves the right to provide the customer with used IT/TC-equipment as well as to exchange IT/TC-equipment.
- 5.4. As long as the customer has been appropriately advised in advance, he or she shall grant Drei access to IT/TC-equipment for the purpose of installation, maintenance or disassembly at any time.
- 5.5. The customer shall bear all expenses for professionally performed installation, maintenance, modification or disassembly of IT-TC-equipment with regard to work on real estate, buildings, rooms, ductwork or cable lines.
- 5.6. The customer shall use IT/TC-equipment with care and only as intended. He or she shall keep it in the condition in which it was handed over to him or her notwithstanding normal wear and tear. The existence of the customer contract including payment obligations shall not be affected by damage to IT/TC-equipment which the customer is responsible for.
- 5.7. Maintenance shall include the removal of those errors and/or faults in the IT/TC-equipment which arise owing to natural wear and tear despite proper use.
- 5.8. Maintenance shall not include removal of errors and/or faults caused by:
- improper operation;
 - maintenance or disassembly by the customer or by unauthorised third parties;
 - contract violations by the customer;
 - climatic influences; or
 - force majeure.

- 5.9. The customer shall be responsible for damage and loss even in the event of force majeure from the moment the IT/TC-equipment is handed over to him or her. Force majeure is, in particular, fire damage, water damage and lightning strikes.
- 5.10. The ways in which the particular Drei Customer and Maintenance Service can be contacted are stated in the respective service specifications of the individual products or services or under www.drei.at.

6. The customer's obligation to cooperate

- 6.1. During the entire term of the customer contract, the customer shall make available the rooms, ductwork and/or cable lines in a condition which is appropriate for the installation and operation of IT/TC-equipment (especially with regard to atmospheric moisture and temperature) free of charge. The same shall apply for the necessary power supply.
- 6.2. Before work begins, the customer shall indicate to Drei the position of hidden power, gas and water lines as well as similar facilities on site and provide for an earthing connection, otherwise any damage claims shall be excluded.
- 6.3. Should installation, maintenance, operation or disassembly of IT/TC-equipment require the use of real estate, buildings or rooms, the customer shall obtain all necessary declarations of consent or authorisations by the entitled party and prove these in writing upon request by Drei.
- 6.4. Necessary official authorisations for the installation and operation of IT/TC-equipment shall be obtained by the customer. The customer may only use permitted and appropriately marked telecommunication equipment which complies with the relevant laws and which does not interfere with the communication network of Drei or that of other providers.
- 6.5. The customer may only connect end devices which comply with the relevant laws and which correspond to the interface conditions stated in the service description (available under www.drei.at or by mail at the customer's request) to his or her user interface. In case of doubt, the customer shall obtain the particular consent from Drei.
- 6.6. The customer may not derive any legal consequences from this if he or she uses a device which does not meet the necessary technical requirements and, as a result, the services are not available to him or her to their fullest extent.
- 6.7. Where necessary, the customer shall cooperate in the remedying of faults performed by Drei. In any case, Drei and the customer undertake to do whatever is necessary to enable the implementation of the customer contract and to refrain from everything that might prevent or endanger the performance of the contract. The customer shall notify Drei of faults, defects or other problems without delay and shall assist in Drei's remedying thereof.
- 6.8. The customer shall undertake to notify Drei immediately of any dangers to the IT/TC-equipment and to provide for the prevention or the removal of the disruptive influences (in particular, external voltage).
- 6.9. The customer shall immediately and completely inform Drei if legal or civil proceedings are brought against him or her owing to his or her use of the contractual services. The customer shall not reach a settlement in this respect without Drei's consent.
- 6.10. The customer shall ensure that the owner of a connection to which calls are being rerouted has agreed to such a rerouting. Drei offers the customer the opportunity to resolve the problem before any block is imposed as a result of this.
- 6.11. If, for actual or legal reasons, there exists the threat of encroachment on Drei's property, the customer shall undertake to notify Drei immediately, otherwise he or she shall be liable for damages. Costs which arise for Drei from its judicial or extrajudicial assertion of its property rights and which are necessary and appropriate for legal proceedings shall otherwise be borne by the customer.
- 6.12. The customer shall immediately notify Drei of changes to data concerning him- or herself which are materially important for the performance of the contract.
- 6.13. Material modifications pertain to:
- name;
 - address, physical invoicing address, email address;
 - bank details/credit card details;
 - commercial or other register numbers/legal form;
 - service-level agreement contact data such as maintenance contacts or proactive fault contacts;
 - address, physical invoicing address and email address:
- If the customer does not inform Drei of a change in his or her address or physical invoice address, legally significant information from Drei shall be deemed to have been legally received by the customer if it has been conveyed to the address or physical invoice address last disclosed by the customer.

7. Contracts with third parties: value-added services and other methods of payment for services provided by third-party providers

- 7.1. Value-added services are defined as services such as digital content which are provided and charged for via voice telephony or SMS/MMS using special call numbers and which extend beyond pure communication services. These include, for example: telephone information, erotic chats, tele-votes (a precise definition is given in Section 3 Z 16 of the Austrian Communications Parameter, Fee and Value-Added Services Regulation 2009).
- 7.2. In addition to value-added services, third-party services also include digital content that is not provided via voice telephony or SMS/MMS as well as services within the scope of charitable activity (i.e., donations) or for the purchase of tickets whose payment or settlement (within the framework of legal regulations) is also made via the Drei invoice, e.g.: ring tones, wallpapers, apps from various online stores, e.g. The App Store, Playstore or content services.
- 7.3. All contracts concerning value-added services and other services provided by third-party providers shall exclusively be set-up between the customer and the respective third-party provider unless Drei is explicitly stated as the contracting party.
- 7.4. Drei shall not assume any responsibility for goods and services from contracts between the customer and third parties. In particular, Drei shall not be responsible for any harmful software (e.g.: viruses, trojans), damage to hardware or software,

- data loss as well as content and legal defects.
- 7.5. In most cases, Drei shall establish the technical requirements for the conclusion of a contract between service provider and the customer. Furthermore, Drei may take over the debt collection of claims for services consumed by the customer on behalf of the third party.
- 7.6. With their consent, Drei is entitled to collect claims for fees asserted by third-party providers on their behalf from the customer. Where there is a delay in the payment of fees claimed by third-party providers, Drei shall be entitled to refuse any further use of this method of payment with respect to third-party providers with immediate effect. In any case, payments made by the customer shall be deemed to be of priority for existing claims asserted by Drei if he or she has not explicitly objected to them and where there is no instruction otherwise. Objections and claims made by the customer against the fee claims of third-party providers do not concern services performed by Drei, but may also be transmitted to Drei who will then forward them to the provider.
- 7.7. The customer has the opportunity to have value-added services as well as methods of payment for the services of third-party providers blocked via the Drei Service Team Hotline. Detailed information on this is available under www.drei.at. If the customer does not arrange for such a block, he or she shall be liable for the respective fee claims resulting from the services performed.

8. SIM-Card/E-SIM profile - Customer duties of protection and care

- 8.1. Drei loans the SIM-Card to the customer for the use of its services. It remains the property of Drei and is to be returned after the end of the contract at the request of Drei. Drei shall be entitled to exchange the SIM-Card for a replacement card or to place technically necessary or product-related modifications into the SIM-Card via the mobile network at any time. If an E-SIM profile is being used, the customer shall be provided with a code by Drei to activate this and, hence, for the use of Drei's services.
- 8.2. The SIM-Card or the E-SIM profile loaned to the customer on an individual basis allows the customer, depending on the chosen tariff and device, access to certain additional services beyond the common telecommunication service regularly provided by third parties (such as, in particular, mobile payment, mobile TV-streaming or storage services).
- 8.3. These additional services, which the customer can use without paying a separate fee, will be provided by Drei until further notice non-bindingly. The customer has no right to the unchanged or unlimited continuation of the additional services offered. Drei shall be entitled to discontinue these additional services at any time without stating a reason, though in any case if the further provision thereof is unreasonable for Drei for economic, technical or operational reasons.
- 8.4. Drei reserves the right to offer additional services which are provided against payment of a separate fee under separate conditions of use which specifically regulate costs, service content and possibilities to terminate such additional services.
- 8.5. The customer has a duty of care and protection with regard to the SIM-Card and E-SIM code or the end device in question. The customer shall in particular:
- carefully store his or her SIM-card and protect it from misuse and theft;
 - refrain from transmitting an unused E-SIM code to third parties;
 - immediately notify Drei of any loss or theft, stating the customer password; Drei shall block the SIM-card or the E-SIM profile upon such notification. Against payment of the respective fee (as per the fee provisions agreed on with the customer and which are available on Drei's website under www.drei.at), Drei shall provide the customer with a new SIM-Card or E-SIM code. The customer remains obliged to pay non-usage-dependant fees during any lock. If notification has been given by telephone, a corresponding written notification must be provided and, in the event of theft, a theft report must be provided immediately;
 - secure his or her SIM-Card by PIN and not pass this on to third parties;
 - protect his or her device from being accessed using all available technical measures, for example, with a lock code;
 - lock value-added services as well as mobile payment in the event of his or her handing over his or her SIM-Card or end device with activated E-SIM profile to minors;
 - protect his or her SIM-Card from damaging influences and improper handling.
- 8.6. In the event of loss or theft, in accordance with Item 8.5, the customer shall be liable for charges arising from Drei telecommunications services provided up to the time of Drei's being notified of the loss or theft which result from the use of the SIM-Card. The same shall also apply to other cases of misuse by third parties unless a risk that cannot be controlled by the customer has materialised. For services provided by other providers, see Item 10.15.
- 8.7. The customer may not use the SIM-Card or the E-SIM profile supplied to him or her in switching or transfer systems which input or forward the connections of third parties (voice connections or data transfers) to other third parties. In particular, he may not misuse the SIM-card or the E-SIM profile for the circumvention of interconnection traffic using the air interface (SIM box rerouting). Where this provision is violated, the customer shall be obliged to pay a lump-sum compensation figure in the amount of €20,000 each time he or she uses the USIM-Card in a way that breaches the contract. Drei reserves the right to claim further damages.

9. Use of user data

- 9.1. User data are all customer-identifying data which he or she must give for the use of certain services (e.g., login, password, user name, personal identification number [PIN] etc.).
- 9.1.1. For the use of certain Drei services (e.g., detailed information by phone on the services used, requests to make changes to existing services), the customer must identify himself to Drei with his or her customer password.
- 9.2. In order to prevent any improper use of user data, the customer shall, in particular, undertake to:
- 9.2.1. store his or her user data carefully, keep them secret and not to transfer them to

- unauthorised third parties or otherwise make them available to such third parties; immediately notify Drei by phone of any suspicion of the misuse of his or her user data.
- 9.3. The customer must compensate Drei for any damage which he or she has caused (in particular, through non-compliance with the aforementioned duty of care) culpably.

10. Fees/Billing

- 10.1. NON-RECURRING FEE: The customer shall owe a non-recurring fee (activation fee) for the installation of IT/TC-equipment and/or the set-up or activation of services.
- 10.2. RECURRING FEES: The customer shall pay a regular fee per billing period (Item 11.1.) as of the start of service for the provision of IT/TC-equipment and/or the provision of the service. The recurring fee consists of:
- 10.2.1. a fixed amount per billing period for the provision or making available of the equipment (basic fee) and/or
- 10.2.2. a variable amount depending on the extent to which the customer uses the service during the respective billing period (connection fees, fees depending on the volume of transmitted messages or data or the like).
- 10.3. In the first billing period (after the conclusion of the contract), the amount of the basic fee shall be calculated pro-rata on the basis of the days remaining from the start of service.
- 10.4. Billing will be carried out to the nearest full cent or cents under application of commercial rounding rules. In the absence of a clearly stated due date on the invoice, the invoiced fees shall be due within eight days of receipt or, in the case of electronic invoicing, within eight days of the day on which they are available to view under normal conditions. Payment shall be deemed executed on the day on which Drei may dispose of it.
- 10.5. Unless otherwise agreed with the customer, the monthly charges incurred for this rate are value-protected in the form described in point 10.5. As described below, the amount of these fees therefore depends on the general price development in Austria based on the consumer price index of Statistics Austria, which is published both for the respective calendar year ('annual CPI') and for the respective calendar month ('monthly CPI').
- The starting point for the value guarantee is the annual CPI 2020 = 100.
- On this basis, a comparison is made of the monthly CPI for the month in which the customer concluded the contract as the initial CPI value with the December CPI of the same calendar year as a comparison value (this comparison is not applicable if the contract is concluded in December). For the calendar years following the conclusion of the contract, the December CPI is compared with the December CPI of the immediately preceding calendar year (= new CPI starting value) (e.g. contract conclusion in June 2025: comparison of June CPI 2025 with December CPI 2025, then comparison of December CPI 2025 with December CPI 2026, then comparison of December CPI 2026 with December CPI 2027, etc).
- If the respective comparison shows an increase or decrease in the monthly CPI of 1% or more as a (positive or negative) fluctuation value, Drei has the right (= increase) or the obligation (= decrease) to adjust the said fees in the same proportion.
- In the case of smaller increases or decreases, however, only the comparison of the CPI starting value on which they are based with the December CPI of the calendar year in which this comparison results in an increase or decrease in the fluctuation value of 1% or more for the first time, in which case the immediately preceding paragraph applies accordingly.
- Resulting fee adjustments can only be made in the calendar year following the comparison period, at the latest (= fee reduction) or at the earliest (= fee increase) as part of invoicing in April. The December CPI of the calendar year preceding this calendar year forms your new CPI starting value, even if Drei has not made use of a resulting right to increase charges.
- Insofar as the provisions of this Section 10.5. would result in an obligation on the part of Drei to reduce the fee, this obligation shall be reduced to the extent to which Drei would last have been entitled to increase the fee on the basis of the aforementioned provisions without having exercised this right.
- The customer will be informed of the adjustment of the fee, together with the circumstances giving rise to it, in a suitable manner on the periodically issued invoice for the invoicing period preceding the adjustment of the fee.
- For unilateral changes pursuant to Section 135 TKG, see Section 24.3.
- 10.6. The customer shall bear all taxes arising in connection with a customer contract entered into with Drei.
- 10.7. Unless agreed otherwise, payment by the customer may be made via SEPA mandate, credit card or bank transfer to accounts stated on the invoice (with regard to electronic invoicing, however, see Item 10.12.). In case of doubt, (partial) payments shall be credited against the oldest debt in each case. Drei shall be entitled to perform only certain services if the customer uses a certain payment method.
- 10.8. If the customer does not make a payment using the original document or with reference to the data stated there, the customer shall have to pay a handling fee according to the tariff or fee provisions available under www.drei.at/agb. However, this only applies to the extent that the specific costs incurred are appropriate and necessary and are in reasonable proportion to the claim being pursued.
- 10.9. If the customer chooses the SEPA mandate or credit card payment and this payment cannot be executed for reasons which Drei is not responsible for (e.g., because there were not sufficient funds on account or because the customer has failed to inform Drei of a change in his bank details), Drei shall be entitled to change the payment method of this customer to bank transfer for the time being. Drei will inform the customer of such a change. For each such return debit, Drei shall be entitled to charge the customer any return debit expenses levied by the bank or credit card company as well as a handling fee according to the fee provisions retrievable under www.drei.at.
- 10.10. If the customer chooses the SEPA mandate payment method, Drei shall be obliged to provide the customer with advance information as to the debit amount at least five days in advance in an appropriate form. Such advance information

- will usually be communicated on the invoice.
- 10.11. Further possible cost differences caused by the payment method are stated in the fee provisions agreed with the customer and retrievable on Drei's website under www.drei.at/agb.
- 10.12. On conclusion of the contract, the customer may choose between invoices in electronic form or on paper. Where invoices are received in electronic form, fees shall be settled via direct debit unless agreed otherwise. Costs for invoice copies or duplicates will be based on the respective fee provisions which apply to the respective customer. Where invoices are sent via email, Drei shall transmit the invoices to the email address given by the customer as the electronic invoicing address. An invoice transmitted electronically to the last given email address shall be deemed received as soon as it is available to the customer under normal conditions.
- 10.13. In principle, Drei shall provide the customer with an itemised bill according to Section 138 of the TKG and an itemised call history in an abbreviated form on the Internet in the customer zone under www.drei.at via link for download or, if no customer zone is available, via email. If the customer so wishes, Drei will send an itemised bill for each billing period on paper free of charge upon separate request.
- 10.14. At the least, the itemised bill shall include information as to the start, duration, passive user numbers and fees for the individually listed connections. Free numbers are not shown.
- 10.15. The customer shall take appropriate organisational and technical measures to prevent unauthorised use of the services provided by Drei. If third parties should use the services provided to the customer by Drei, the customer shall be liable for the fees incurred for these telecommunication services subject to Item 8.6 concerning misuse by third parties. With respect to the services of other (in particular, value-added service) providers made use of by third parties, the customer must pay for the charges incurred provided that the use of these services by third parties occurred with the consent or knowledge of the customer.

11. Payment conditions

- 11.1. Non-recurring fees (such as the activation fee) as well as the pro-rata fixed fee for the first billing period shall be invoiced as soon as Drei has provided the service. After that, fixed monthly amounts shall be charged in advance (at the beginning of the billing period). All other fees shall be invoiced after provision of the service (at the end of the billing period).
- 11.2. In principle, invoicing will be carried out at monthly intervals (for exceptions, however, see Item 11.3). For technical invoicing reasons, each customer shall be integrated into a certain monthly billing cycle which must not necessarily correspond to the calendar month (e.g., as of the 15th of a month until the 14th of the following month). Once activation has been successfully carried out, the customer may in any case examine his or her monthly billing period within the scope of mobile services on the customer zone under www.drei.at.
- 11.3. Drei shall be entitled to issue an overall invoice for all services provided per billing period if the customer uses different services provided by Drei. If the fee, as would be charged for a monthly interval according to Item 11.2, does not exceed the amount of €30.00 (excluding VAT), Drei reserves the right not to invoice for this period and to invoice for this fee only as part of an invoice in which the total amount of €30.00 (excluding VAT) is exceeded, though a billing period will never be greater than three months.

12. Objections against invoices

- 12.1. Any objections raised by the customer against invoices must be asserted in writing within three months of receiving the invoice (post office box 333, A-1211 Vienna, Fax: (0800) 303031). Should the customer not raise any objections within this period, the invoiced amount shall be deemed as accepted. The customer shall be made aware of this circumstance in the respective invoice. This shall, however, not exclude judicial challenge. Drei will conduct a standardised checking procedure where a timely objection has been raised in order to confirm the correctness of the disputed claim on the basis of the results or, if necessary, to amend the relevant invoice accordingly. The due date of claims which, in the course of the checking procedure, have proven to be wrongfully contested by the customer remains unchanged. Undisputed (partial) invoice amounts must be paid in a timely manner in any case.
- 12.2. If the objections of the customer should prove unjustified from Drei's point of view, the customer may initiate a dispute settlement procedure (Section 4 of the ASiG in conjunction with Section 205 of the TKG) with the regulatory authority (Rundfunk- und Telekom Regulierungs-GmbH, Mariahilferstrasse 77-79, A-1060 Vienna) within one year as of the time of first objection (see also Item 30.4.). Upon appeal to the regulatory authority, Drei shall also be entitled to invoice an amount equal to the average of the last three amounts immediately. If it should emerge that too much has been claimed, the customer shall be reimbursed the difference including statutory interest as of the day of collection. If no cause is found for the re-calculation of the disputed amount, Drei will charge the customer default interest in the statutory amount as of the due date stated on the invoice.
- 12.3. If a mistake in the billing is determined which might have had a disadvantageous effect for the customer and if the correct fee cannot be ascertained, the customer shall owe a lump-sum fee for the billing period in question which corresponds to the average amount of use of the telecommunication service if Drei can credibly prove consumption to at least this extent (Section 145 Para. 5 of the TKG).
- 12.4. The competence of ordinary courts shall remain unaffected by the aforementioned checking and dispute settlement procedure. The customer shall judicially enforce his objections within six months of invoicing, otherwise they shall be excluded from enforcement.

13. Default of payment

In the event of default of payment, the contracting parties shall owe default interest in the amount of 10% per year. Drei shall be entitled to have open claims collected by collection agencies or lawyers or to assign the claim to third parties, particularly lawyers, for this purpose. Under the conditions set forth in Section

1333 Para. 2 of the ABGB (the Austrian Civil Code), the customer shall be liable to Drei for the necessary and appropriate operating and collection costs which were incurred to demand the payment of due fees, in particular, the cost of sending reminders and collection expenses.

14. Set-off and retention

The customer may only set-off against claims from Drei with judicially determined counter-claims or counter-claims explicitly acknowledged in writing by Drei. Statutory retention rights shall be excluded to the extent allowed by the law.

15. Security

- 15.1. Drei may make the acceptance of an order subject to the provision of a security or appropriate advance payment and may determine the form of the security (e.g., bank guarantee).
- 15.2. Should Drei's services be consumed to an unusually high extent, i.e., the current fees which, however, are still not due amount to triple the average monthly amount of the customer's previous invoices, Drei may limit the scope of the services provided to the customer (e.g., with respect to value-added or roaming services) and demand an advance payment or security from the customer.
- 15.3. The same shall apply if objectively unjustified doubts regarding the solvency of the customer exist, in particular due to a deterioration in the customer's economic situation or if such a deterioration is imminent.

16. Warranty

- 16.1. Possible warranty claims on the part of the customer shall comply with statutory provisions. The warranty period shall amount to six months. Drei primarily provides warranty by repairing or exchanging the defective item. Drei shall only be obliged to provide warranty to customers if the defect has been reported to Drei in writing within a reasonable period of time after delivery. Furthermore, the customer shall provide proof at any time that the defectiveness of the services performed already existed at the time of handover.
- 16.2. Warranty claims shall not exist if and insofar as the customer him- or herself or a third party maintains or modifies the IT/TC-equipment or other installations without Drei's written consent and if the defect is caused as a result of this.
- 16.3. If Drei starts activities due to alleged defects reported by the customer and it either proves that there is no defect or that the customer is responsible for the defect, the customer shall reimburse Drei all expenses incurred (in accordance with the hourly rates of technicians included in the appendix to the customer agreement or communicated upon request).

17. Liability

- 17.1. Drei shall not be liable for content, correctness or completeness of data, messages or information which have been received, transmitted or distributed or which are available subject to the use of the services provided.
- 17.2. Drei shall operate the services carefully and reliably. Nonetheless, inevitable interruptions may occur within the scope of service provision by Drei due to unpredictable events which Drei is not responsible for as well as due to operationally necessary maintenance work. Drei shall, however, endeavour to remedy faults or interruptions as quickly as possible.
- 17.3. Drei shall be liable for damages only in cases of intent or gross negligence. Any liability for slight negligence shall be excluded except for physical injuries. Drei shall not be liable for secondary damages, lost profits, damages arising from the claims of third parties or mere financial losses.
- 17.4. If several customers have been damaged at the same time as the result of one and the same damaging event, Drei's liability to each individually damaged party shall be limited to €50,000 and to all damaged parties together to €725,000; should the entire damages exceed the amount of €725,000, the claims for compensation of the individually damaged parties shall be reduced on a proportional basis.
- 17.5. Drei shall not be liable for damages caused by:
 - force majeure (e.g., fire and water damage, direct or indirect lightning strikes);
 - the effects of devices connected by the customer;
 - the actions of third parties not attributable to Drei;
 - power failure not attributable to Drei;
 - loss, theft or unauthorised use; or
 - operational interruptions which are necessary for operationally necessary work or for the prevention of network disturbances or which are due to unavoidable events Drei is not responsible for.
- 17.6. The customer shall be liable to Drei for damages caused by loss or damage or which are due to the lending of IT/TC-equipment to third parties.

18. Compliance with legal provisions

- 18.1. The customer shall be solely responsible for the content of data, messages or information which have been provided, distributed, transmitted or otherwise made available. The same shall apply analogously for all persons to whom the customer allows the use of services.
- 18.2. With regard to the content of data, messages or information which have been provided, distributed, transmitted, received or otherwise made available as well as with regard to the distribution of messages themselves (Section 174 of the TKG), there exist legal restrictions (the Austrian Criminal Code, Pornography Act, National Socialism Prohibition Act, E-Commerce Act, Telecommunications Act etc.) whose observance the customer commits to. Should the customer violate legal provisions by using the services, he or she shall indemnify and hold Drei harmless in this respect.
- 18.3. If the customer uses services to provide data for third party enquiries, he may be qualified as media owner in the sense of the Austrian Media Act. He shall

indemnify Drei against any damages arising as a result of the data's being put into circulation by him or her, particularly in connection with media content infringements or the media law compensation claims of third parties.

19. Intellectual property rights

- 19.1. Any intellectual property rights, particularly the copyright and exploitation rights deriving from this, to the services and their content shall be and remain the property of Drei or possible third-party originators (e.g., the suppliers of content). The customer shall be granted the use of the services to the extent displayed in each service description.
- 19.2. The customer shall not circumvent any possible limitations of use (e.g., copy protection). The customer is aware that non-observance of usage limitations as well as the circumvention of protection mechanisms shall constitute a violation of intellectual property rights. He or she shall reimburse Drei possible damages resulting from such and he shall indemnify and hold Drei harmless.
- 19.3. The trademark Drei as well as any other trademarks used by Drei including all connected illustrations, logos or names are legally protected for Drei and companies belonging to the Drei group. The customer shall not be assigned any rights to exploit these trademarks.

20. Display of phone numbers

With respect to telephony services, the customer shall - except in the cases of marketing calls as per Section 174 Para. 2 of the TKG - be entitled to suppress the display of his phone number on the device of the user called permanently or for the duration of the single call by activating the respective feature on his own device.

When the customer is the called party, he shall also be entitled to suppress the display of his number to the calling party independently and free of charge.

21. Number portability

- 21.1. Mobile number portability when coming to Drei: The customer may continue to use his original phone number if he switches from one mobile provider to another. During the technical process of porting, the connection may be unusable on a short-term basis (one working day maximum). By way of porting, Drei transfers the main phone number and the mailbox number (as well as further numbers upon explicit request of the customer and in accordance with the technical opportunities to do so).
- 21.2. Mobile number portability when leaving Drei: the customer may continue to use his or her Drei mobile number if he switches to another mobile provider.
- 21.3. If the customer calls a number which has been ported, Drei may inform the customer thereof upon his or her explicit request by way of an automatic message before call set-up. If the customer decides against such automatic messaging, Drei shall not assume any liability for additional costs caused for the customer owing to calls to ported numbers.
- 21.4. The customer also has the opportunity to port his own phone number within the scope of landline services if number portability was agreed on at the conclusion of the contract with Drei (or with the new provider at the time of moving from Drei to this new provider). Termination of the existing agreement shall take place with the form with which the customer commissions Drei or the new provider with the porting of the phone number. The number portability of landline phone numbers is only possible within the same prefix area. Detailed information is included in the respective specifications of the landline service.

22. Prohibition of abuse

- 22.1. The customer shall not be allowed to use the services provided by Drei improperly. Improper use or misuse shall be constituted by, in particular:
 - 22.1.1. any violation of Section 31 of the TKG;
 - 22.1.2. the use of mass communication services or the use of interactive voice-response or comparable systems, mobile gateways or similar installations, unless explicitly agreed;
 - 22.1.3. any use of the services which, by reason of the use of telecommunications services alone, results in payments or other compensation by third parties for telecommunications services;
 - 22.1.4. the use other than as an end customer or with a user profile other than a private one or for a business purpose other than the one stated in the registration form;
 - 22.1.5. resale of telecommunication services obtained from Drei unless this has been explicitly agreed;
 - 22.1.6. the provision or transmission of data for enquiries made by third parties which is contrary to statutory provisions, with Drei being entitled to immediately delete these data without informing the customer in advance;
 - 22.1.7. the unauthorised infringement of the rights of third parties (e.g., foreign copyrights, trademark and design rights etc.);
 - 22.1.8. the unauthorised transmission of user data (e.g., user name, password, PIN etc.) to third parties;
 - 22.1.9. the careless treatment of user data by the customer (Item 9) or the culpable violation by the customer of his duty to keep these data secret;
 - 22.1.10. any scouting of system functions or data which are not determined for retrieval by the customer, irrespective of whether these data are stored on Drei's network equipment or databases or on those of third parties;
 - 22.1.11. any other kind of use not explicitly stated here which constitutes an abuse according to common public understanding.
- 22.2. The customer shall be liable for all damages which he culpably causes or by improper use of the services provided by Drei.

23. Blocking of services

- 23.1. Drei shall be entitled to entirely or partially block services for the following reasons:

- 23.1.1. Where there exist objectively justified doubts regarding the creditworthiness of the customer or where there exist objectively justified grounds to suspect the presence of one of the other reasons which entitle Drei to extraordinary termination as per Item 26.7.;
- 23.1.2. in the event of the loss or theft of the SIM-card or of the E-SIM-code or in the event of the objective suspicion that a third party has obtained knowledge of customer identification data where these data cannot immediately be changed;
- 23.1.3. if the current fees for the use of communication services which are not yet due exceed the triple of the average monthly amount of the customer's previous invoices;
- 23.1.4. if the customer does not immediately remove disruptive or unauthorised terminal equipment from the network termination point despite Drei's requesting this (Section 32 Para. 1 of the TKG in conjunction with Art. 24 FMaG). If the customer objects after receiving the request, Drei will only implement a block after contacting the regulatory authority, except where there is an impairment of other users of the network or service or a danger to persons (Section 32 Para. 2 of the TKG in conjunction with Section 24 of the FMaG). In particular, terminal equipment from which network activities emanate that endanger the safety or operation of the network or which are harmful or a nuisance to third parties is considered to be disruptive;
- 23.1.5. when this is absolutely necessary for technically or operationally necessary work or for the removal of faults.
- 23.2. Drei shall end the block as soon as the reason for blocking no longer exists. If the customer was responsible for the block, he or she shall bear the costs for its set-up as well as its cancellation according to the tariff or fee provisions retrievable under www.drei.at insofar as necessary and appropriate and he or she shall remain obliged to pay for usage-based fees during a legitimately imposed block. Insofar as it is advisable and possible, Drei shall inform the customer about the block.
- 23.3. Within the scope of landline services, additional expenses for repair works may accrue for the set-up and cancellation of a block. These expenses, including possible damages, shall be borne by the customer in the case of a block which he or she is responsible for. The amount of the costs will depend on the extent of the use of technical personnel required for the establishment and lifting of the block.

24. Amendments to contracts and fees

- 24.1. A change in the legal situation or possible judicial or official orders may oblige Drei to adapt services or even discontinue them.
- 24.2. The customer may not derive any legal consequences from such a change or discontinuation except in case of mandatory damage claims in favour of the customer.
- 24.3. Modifications to the General Terms and Conditions as well as the fee provisions in the sense of Section 133 in conjunction with Section 135 Para. 8 of the TKG intended by Drei shall be announced by publication in an appropriate form (e.g. on the Internet under www.drei.at). With regard to modifications which are not exclusively in favour of the customer, a publication period of two months shall apply. The material content as well as the date of coming into force of these modifications not exclusively in favour of the customer shall be announced to the customer at least one month before their coming into force in an appropriate form, for example, by printing on an invoice issued periodically. In this communication, the customer shall also be informed that he is entitled to terminate the contract free of charge up until the date of these modifications' coming into effect and that Drei may only demand an advance payment if the user decides to retain any terminal device loaned to him or her (Section 135 Para. 12 of the TKG). At the customer's request, the full text of the amendments shall be transmitted to him or her. The legal basis for unilateral changes within the meaning of this paragraph (which are only permissible in the absence of a commitment to the contrary, e.g., in the form of a guaranteed fee amount) is Section 135 of the TKG (See Item 26.6. for bundled products in particular).
- 24.4. See Item 10.5. regarding the agreed price-indexing.

25. Resale/legal succession/duties

- 25.1. The customer shall only be permitted to resell services with Drei's prior written consent.
- 25.2. In the event of resale to a third party, the customer shall be obliged to transfer the designated additional duties and the duties of care to the third party. The customer shall ensure compliance with the cooperation and additional duties by the third party. The customer shall not be entitled to objections against Drei deriving from the legal relationship with the third party.
- 25.3. The total or partial entry of a third party into the rights and duties of the customer contract shall require explicit (and, in the case of customers, written) consent from Drei. In the event of entry, both the existing customer and the new customer shall be jointly and severally liable for the payment obligations incurred up to the time of entry.

26. Contract term and termination

- 26.1. The contract shall be concluded for an indefinite period of time and may, unless agreed otherwise, be terminated in writing by both parties to the end of each calendar month subject to a notice period of 12 weeks. Any existing explicit waiver of termination according to Item 26.2. shall remain unaffected by this.
- 26.2. If a waiver of termination has been agreed for a certain period, any ordinary termination on the part of the customer can only become effective as soon as this period has fully expired as of the start of the contract.
- 26.3. With regard to a possible extension of the contract, the customer may exercise offers from Drei valid at this date which agree on a new waiver of termination (Item 26.2.) under application of the GTCs of Business valid at the time of the new waiver.
- 26.4. Unless agreed otherwise and a minimum contractual term is to be observed, the following shall apply: if an ordinary termination is not realised 12 weeks before

- expiry at the latest, a further such period of retention of one year from the expiry of the last particular period of retention shall be deemed to have been agreed upon in each case.
- 26.5. The following deviations shall apply to microenterprises, small enterprises or non-profit organisations within the meaning of Section 4 Para. 66, provided that they have not expressly waived them in accordance with Section 135 Para. 4 of the TKG:
- 26.5.1. Section 135 Para. 1 of the TKG (minimum contract period of 24 months);
- 26.5.2. Section 135 Para. 5 of the TKG (period of notice);
- 26.5.3. Section 135 Para. 6 of the TKG (information about the end of the contractual relationship as well as termination of the contract).
- 26.6. In the case of bundled products in the sense of Section 136 of the TKG as part of which other services or terminal equipment are included in addition to an Internet access service or number-based interpersonal communication service, micro-enterprises, small enterprises or organisations without profit-making intention in the sense of Section 4 Para. 66 of the TKG which are entitled to terminate individual components of the bundle due to non-compliance with the terms of the contract or unilateral changes according to Item 24.3. are also entitled to terminate the other components of the bundle unless they have expressly agreed to waive the application of these provisions in whole or in part.
- 26.7. The customer contract may be terminated by either party at any time in writing with immediate effect for good cause. In particular, a good cause which entitles Drei to terminate the contract without notice would be the following cases:
- 26.7.1. delay in payment by the customer despite a reminder under threat of termination and with a grace period of 14 days;
- 26.7.2. if the customer him- or herself or a third party providing a guarantee has provided incorrect information about his economic or financial relationships at the time of the conclusion of the customer contract or has concealed circumstances under which Drei would not have concluded the customer contract if they had been aware of them;
- 26.7.3. death or the inability of the customer to act or, if the customer is a legal person, in the event of liquidation;
- 26.7.4. in the event of improper or fraudulent use or any use of the service contrary to existing legislation (Item 18);
- 26.7.5. if the customer violates contractual provisions which are intended to ensure the maintenance of the functioning of the network or services or serve to protect the rights of third parties;
- 26.7.6. if Drei demands from the customer the removal of disruptive or illegitimate terminals from the network termination point and the customer fails to immediately comply with such a request despite impairment of other users of the network or of the services or an endangering of persons;
- 26.7.7. if the customer fails to meet the obligation to provide securities or to increase the provided securities within an appropriate period of time;
- 26.7.8. in the event of objectively justified doubt regarding the creditworthiness of the customer, in particular if the customer no longer possesses a SEPA mandate capable account;
- 26.7.9. in the event of the material deterioration of the financial situation of the customer, particularly in the event of unsuccessful execution against the assets of the customer, in the event of the rejection of a request for the institution of insolvency proceedings or cancellation of such due to a lack of cost-covering assets on the part of the customer as well as in the event of payment suspension declarations if the material deterioration of the financial situation of the customer is connected with the endangerment of the fulfilment of customer duties towards Drei; Section 25a of the IO (Austrian Insolvency Code) shall remain unaffected by this;
- 26.7.10. if Drei, on the basis of agreements with other network operators or due to a request by official bodies, is obliged to implement a block; Drei shall inform the customer of the reason for the block;
- 26.7.11. Serious violation of material contractual duties.
- 26.7.12. Drei shall be entitled to discontinue certain services if their provision is either impossible or economically unreasonable for reasons beyond the scope of Drei's influence.
- 26.8. In the event of the termination of the customer agreement for whatever reason, the customer shall, at Drei's discretion, either keep ready for collection all IT/TC-equipment belonging to Drei or return it to a local handover point announced by Drei. If the customer delays return, he or she shall, subject to further claims, be liable for payment of an appropriate usage fee until actual return.
- 26.9. If the contract is terminated by Drei before expiry of the minimum term by justified extraordinary termination, the customer shall be invoiced an amount corresponding to the fee remaining at the termination of the contract. Calculation of the residual fee: the fixed fee that would have accrued if the contract had remained in force for the period between premature termination of the contract and the end of the waiver of termination.
- 26.10. Item 26.7. shall apply with the proviso that Section 25a of the Insolvency Code shall remain unaffected in the event of insolvency proceedings against the assets of the customer being opened.

27. Quality of services and security within Drei's network

- 27.1. All services shall be provided by Drei with the utmost care and according to the respective state of the art. Three operates telecommunications solutions that enable patterns of attacks on network and information systems to be detected at an early stage and appropriate standardised countermeasures to be initiated. Minimum security measures (including risk management, protection and security of personnel and systems, ensuring software integrity, incident management, continuity management, monitoring and testing of critical components, multi-vendor strategy) ensure a rapid response to security incidents. However, Drei will not guarantee the suitability of the services or the content for a certain purpose, particularly where these are not suitable for use in the protection of life and limb.
- 27.2. Drei regularly performs measurements of data traffic for the purpose of quality assurance and the network planning of our voice and data services. Information gained in this way on status and utilisation will be used by Drei for capacity planning and increasing the stability and quality of the network. The procedures themselves have no effect on the quality of the services. Further details can be found under <https://www.drei.at/de/info/netzwerkplanung/>.

- 27.3. The customer shall have the opportunity to store data on Drei's servers within the scope of some services. Drei operates and maintains servers according to the respective state of the art. Owing to technical reasons, the permanent and error-free availability of these data cannot be guaranteed. In order to prevent any data loss, the customer shall regularly establish back-up copies of his data and store these at another location. In case of termination of the agreement, Drei shall no longer be obliged to provide the service and shall therefore be entitled to delete stored data.
- 27.4. Drei shall protect data stored on their servers according to the respective state of the art. However, Drei cannot prevent third parties from illegally gaining access to data stored with Drei or prevent them from using these further. Possible liability for gross negligence or intent shall remain unaffected (Item 17.).
- 27.5. Drei shall ensure the security and integrity of the Drei network according to the respective state of the art as well as according to the respective statutory provisions and has taken all necessary technical and organisational measures as part of this enterprise. Details can be found under www.drei.at/Sicherheitsinformationen. In the event of a security violation and/or damage to the integrity of the Drei network, Drei shall, depending on the severity of the violation, immediately inform the regulatory authority and, where appropriate, also the public.
- 27.6. Not all risks typically connected to surfing the internet, such as viruses, spyware, trojans, phishing or hacker attacks can be prevented by the security measures taken by Drei (Item 27.5.) but depend on customer behaviour. The customer shall him- or herself be responsible for appropriate security measures (e.g., browser settings, anti-virus programmes, firewalls).

28. User directory

- 28.1. The customer can be entered free of charge in the electronic user directory maintained by Drei, which is constantly updated and contains the following data: Family name, first name(s), academic degree, address, number and, at the client's request, his/her job title. The customer may examine his or her entry, correct it and have it deleted.
- 28.2. The data given in the Drei user directory appear in the telephone directories of Telekom Austria and of Herold Business Data GmbH and information shall be disclosed by Telekom Austria and Herold Business Data GmbH.

29. Data protection

Detailed information on data protection, in particular on which personal data are to be provided before the service is provided or to be collected in the course of this by Drei, can be found in Drei's data protection declaration under www.drei.at/datenschutz.

30. Miscellaneous

- 30.1. If any contractual stipulation of the GTCs of Business or of a customer agreement is null and void or ineffective, another provision shall be deemed agreed on which meets the content of the null and ineffective one most closely. The rest of the customer agreement shall remain valid in its current form unless a continuation of the contract would constitute an unreasonable hardship for one party considering the partial nullity.
- 30.2. The place of performance and exclusive jurisdiction shall be Vienna.
- 30.3. Any disputes arising from or in connection with customer contracts, also with respect to their validity, shall be subject to Austrian Law with the exception of its rules on conflicts of laws and the UN convention on contracts for the international sale of goods (CISG).
- 30.4. Without prejudice to the jurisdiction of the ordinary courts, both the customer and Drei may submit disputes and complaints concerning invoices (see Item 12.) or the quality of services, claims arising from the universal service or an alleged violation of the TKG and the regulations and decisions adopted on the basis thereof to the regulatory authority as a conciliation body (Section 205 of the TKG and Section 4 of the ASiG) provided that no amicable solution could be achieved beforehand between the customer and Drei. According to Item 12.1 of the GTCs of Business, an objection shall be raised in writing within three months of receiving the invoice, whereafter Drei will communicate a written statement within an appropriate deadline. Upon expiry of the objection period, Drei shall no longer be obliged to respond to the objection. The conciliation committee of the regulatory authority will try to achieve an amicable solution or to inform the parties of its opinion regarding the addressed case. Customers shall have one year as of raising the complaint to file a request for conciliation with the conciliation committee. The procedural form required for such a request and more detailed information on the process, the prerequisites for it and possible costs of dispute resolution may be retrieved under www.rtr.at/schlichtungsstelle.
- 30.5. The existence of the European-wide emergency number 112 is explicitly pointed out. All local emergency services (police, ambulance, fire brigade) are available free of charge via this number in all member states of the European Union.

Effective November 2024
 Internet: www.drei.at
 Drei Business Service: 0660 30 30 80
 Contact form: www.drei.at/kontaktformular