

General Terms & Conditions of Business (GTC)

(valid from 01.07.2022)

1. Scope and validity

These General Terms & Conditions of Business (GTC) for Net4You Internet GmbH, Tiroler Straße 80, 9500 Villach (hereinafter referred to as Net4You) apply to all deliveries and services provided by Net4You, as the service provider, to the Client (hereinafter referred to as the Client.)

These GTC shall apply solely. Any GTC of the Client are not valid. Net4You explicitly refutes any GTC of the Client.

The Net4You terms and conditions shall also apply to any additional transactions between the contractual partners in the future, even where no explicit reference is made to them in a future contract formation.

2. Contracts, prices, services and support

2.1. Contract execution - the ordering process

The receipt of an order not placed through the Online Shop causes the contract to be formed - unless Net4You turns down the order, or parts of it, within 5 working days.

The reasons for Net4You turning down an order will be technical problems in completing the order; an error in the proposal/quotation; insufficient creditworthiness on the part of the Client; or the Client seeking to make changes to the contract conditions (proposal) unilaterally.

For calculations of deadlines relating to the minimum term of the contract, the period of time in which notice may not be given to terminate the contract and similar, the start of the contract in all cases shall be deemed to be the first of the month in which the service is provided. The right of withdrawal under section 3 of the Consumer Protection Act (Konsumentenschutzgesetz/KSchG) and section 11 of the Distance and Off-premises Contracts Act (Fern- und Auswärtsgeschäfte-Gesetz/FAGG) remains unaffected.

2.2. Contract execution - online ordering process

The Online Shop product range represents an invitation by Net4You to potential customers to submit a purchase offer or place an order for a service. - Upon the order being received, the party placing it will receive an email confirming receipt of the order and the details thereof (order acceptance). However, a purchase contract/contract for work with the Client only comes into force when Net4You dispatches the product ordered and/or commences work on the service commissioned and when this is confirmed in a further email sent to the Client (dispatch and order confirmation).

2.3. Prices and deliverables

The Client acknowledges the fact that the charges set for internet access only cover the internet connectivity itself, and that they do not cover e.g. transmission costs (e.g. telephone charges) or fees demanded by third parties for the use of internet services - unless otherwise agreed in writing or stated in the price list. For deliverables supplied by Net4You, the prices agreed are quoted ex works; any packing or dispatch costs are, unless otherwise agreed, to be borne by the Client.

All prices stated in Net4You price lists or offers are, unless otherwise stated, in EUR (euros); the options of invoicing by email and payment by direct debit apply (pt. 16.4.). The prices are also clearly stated/confirmed in the various individual order forms. The prices are quoted net of

statutory value added tax; gross prices will be quoted to consumers.

The prices are based on the price list valid at the time of contract formation. Unless otherwise stated, services will be invoiced monthly in advance. Delivery deadlines will be confirmed at the time of contract formation. - **VoIP rates** will always be invoiced on the basis of the tariff applying at the start of the call. No separation is made between peak and off-peak units of time.

If the costs to itself change, Net4You is entitled to increase its prices by an appropriate amount, or to modify the services provided. Pt 3.8. of these GTC applies in the event of changes.

2.4. Right of withdrawal

Where the Client is a consumer, the relevant clauses from FAGG or KSchG shall apply to customer agreements entered into remotely or away from Net4You premises (section 1 FAGG), or as a result of door-to-door selling (section 3 KSchG).

In both cases, the consumer may withdraw from the contract within 14 days of contract formation without stating reasons.

Withdrawal from a remote or off-premises agreement does not have to follow a particular form or procedure. If so wished, the consumer may use a template withdrawal form available at www.net4you.net/kundencenter. The deadline for withdrawal will be upheld if the declaration of withdrawal is sent within the deadline period.

3. Contract duration, termination and suspension

3.1. Contract duration, termination notice periods

3.1.1. Contracts for communications services

The following clauses apply to contracts for internet access services and number-dependent interpersonal communications services (telephony), as well as for additional services offered with at least one of the aforementioned services (bundled products).

If there is no agreement about a waiver of right of termination or no other agreement about contract duration (in particular, a specified limited-period contract or minimum contract term), then contracts are formed for an indefinite (unlimited) period of time. The following applies with regard to giving notice to terminate such contracts:

- a. Consumers, small and micro-enterprises within the meaning of section 4 line 66 of the Telecommunications Act 2021 (TKG 2021) and not-for-profit organisations may give one month's notice (in writing) to terminate such contracts at any time. If a small or micro-enterprise or a not-for-profit organisation has explicitly waived this right, the legal consequence described in point b) shall apply.
- b. Clients who do not belong to one of the categories set out in point a) may terminate such contracts at any time by giving one month's notice in writing, with the termination becoming effective at the end of the month following the giving of notice.

The following applies if the contract has been concluded for an agreed period of time (limited contract):

- c. For Clients who are consumers, small and micro-enterprises within the meaning of section 4 line 66 of TKG 2021 or not-for-profit organisations, the contract terminates when the contractually agreed period ends, provided it does not exceed 24 months in duration, without the contract being automatically rolled over. If a small or micro-enterprise or a not-for-profit organisation has explicitly waived the right to apply the relevant statutory regulations, the legal consequence described in point d) shall, however, apply.
- d. For all other Clients who do not belong to one of the categories set out in point c), the contractual relationship will be automatically extended by the original contract period unless one of the parties gives one month's notice in writing of its intention to terminate the contract, with the termination becoming effective at the end of the month following the giving of notice.

If the contract has been concluded for a minimum period of time, regular notice of termination served by the Client can only become effective after the contract period from the start of the contract has elapsed in full. If extraordinary notice to terminate the contract is given by Net4You before the contract period has elapsed, the Client must pay the outstanding fees when the contract is terminated. This is calculated on the basis of the fees that would have been invoiced for an ongoing contract between its premature end and the end of the period in which the waiver of termination applied.

For those Clients who are consumers, small and micro-enterprises within the meaning of section 4 line 66 of TKG 2021 or not-for-profit organisations, the following additionally applies in the case of contracts concluded for a minimum period of time:

- e. The minimum contract period is 24 months maximum.
- f. The Client will be informed by Net4You about the ending of the contractual commitment and the options for terminating the contract by means of a durable medium. This information will be provided in good time prior to the latest point in time at which notice must have been given to terminate the contract at the end of the minimum contract period.

Points e) and f) do not, however, apply if the small or micro-enterprise or the not-for-profit organisation has explicitly waived the right to apply the relevant statutory regulations.

Any fees due upon termination of the contractual relationship, including the recovery of costs for terminal equipment, must be agreed contractually.

3.1.2. Other contracts

The following clauses apply for all contracts not covered by section 3.1.1. (Contracts for communications services), unless otherwise agreed.

Contracts concluded between the contractual partners for services to be rendered or for other long-term commitments are concluded for an indefinite period of time or for a period of time agreed in the contract. In the case of the latter, the contractual relationship will be automatically extended by the original contract period unless one of the parties gives one month's notice in writing of its intention to terminate the contract, with the termination

becoming effective at the end of the following month.

Consumers will be explicitly informed, in good time prior to the one-month notice period, of their right to terminate the contract and of the legal consequences (i.e. contract roll-over) if they do not exercise this right.

If there is no agreement about a waiver of right of termination or no other agreement about contract duration, then contracts are formed for an indefinite period of time and may be terminated by giving one month's notice, with the termination becoming effective at the end of the following month.

3.2. Right to terminate a contract in the event of a change of residence

Where a contract covers at least one internet access service, consumers who move home have the right to demand that the contractual service be provided at the new place of residence, without changes being made to the term of the contract or other aspects of the contract, provided the service is offered at the new location.

In this case, Net4You will invoice the fee for activating a new connection as compensation for time and expense incurred. If the internet access service is not offered at the location of the consumer's new place of residence, the consumer is entitled to terminate the internet access service by giving two months' notice to the end of a calendar month; Net4You is entitled to invoice a part-payment on any device retained by the consumer.

3.3. Termination of bundled product agreements

In the case of bundled product agreements, within the meaning of section 136 TKG 2021, where further services or appliances are included alongside an internet access service or interpersonal communications service tied to a number, if a consumer is entitled to terminate individual elements of a bundle because of a failure to meet clauses in the contract, s/he is also entitled to terminate the other components in the bundle.

This clause also applies for small or micro-enterprises or not-for-profit organisations, provided they have not explicitly waived the right to apply the relevant statutory regulations.

3.4. Service interruption and contract cancellation in the event of payment default

In accordance with the provisions of section 143 TKG 2021, Net4You is entitled to interrupt service provision or to terminate the ongoing obligation with immediate effect if the Client fails to meet his/her payment obligations.

This will happen if there has been no reaction to a written or electronic dunning notice giving a grace period of two weeks to pay and threatening to suspend services or cancel the contract.

3.5. Other reasons for contract cancellation and service interruption; block or partial block

Good causes deemed to justify contract cancellation are

- a) Payment default and/or, if insolvency proceedings have been initiated, failure to pay the amounts owing following initiation of insolvency proceedings
- b) Rejection of insolvency proceedings because of insufficient assets
- c) The existence of at least two enforcement proceedings pending from creditors of the Client
- d) The initiation of liquidation procedures

- e) The death of the user
- f) In the event of a payment default, non-compliance with a demand to pay a surety or advance payment
- g) Suspicion of abuse of the communications service
- h) Violation of statutory provisions, regulatory requirements or contractual clauses
- i) Use of a single user account by more than one party - by or with the knowledge of the user, or which the user should have known about
- j) Carrying out a data transfer which jeopardises the security and stability of the network
- k) Spamming or using unsound technical equipment

Points a) - d) are not valid with respect to consumers; they apply to enterprises solely in accordance with sections 25a and 25b of the Insolvency Ordinance (IO); and they do not count as examples of good cause if an advance or surety payment had been agreed, which would mitigate against a worsening of Net4You's economic situation.

At its own discretion, Net4You may not only opt to cancel the contract; it may, instead, also opt to suspend services. Furthermore, if a contract infringement is suspected, Net4You is entitled to effect a total or partial block on service provision. In particular, in the event of infringements, Net4You can remove data stored on hosted websites or block access to this data. Net4You will make every effort always to apply the mildest measure. Net4You will inform the Client of the measures taken and the reasons for taking them without delay. The right of Net4You to extraordinary cancellation of the contract for good cause remains unaffected.

3.6. Entitlement to payment of fees and compensation where the contract is prematurely cancelled or services blocked

All cases of immediate contract cancellation, service suspension or service termination for reasons that can be attributed to the Client mean that Net4You's entitlement to payment of fees for the contract duration set out in the contract up until the next possible termination date and to claim compensation remain unaffected.

A block on service provision as a result of the Client's actions will attract a charge of EUR 30 plus VAT; Net4You reserves the right to claim compensation over and above this fee.

If payment by the due date of fees owing to Net4You appears to be jeopardised, Net4You can make ongoing service provision dependent on the Client making an appropriate surety or advance payment; this is particularly the case if a block on internet access has already had to be made on the Client because of a payment delay, and also in any instance set out in points 3.4. and 3.5., which would entitle Net4You to cancel the contract prematurely.

3.7. No obligation on Net4You to continue providing services if contract terminated; erasure of Client content data

The Client is explicitly required to note that, upon the contractual relationship being terminated for whatever reason, Net4You is no longer obliged to continue to provide the services agreed. It is therefore also obliged to erase any stored or online content data.

It is therefore the sole responsibility of the Client to ensure such content data is retrieved, stored and backed up in good time prior to the termination of the contractual relationship. The Client may therefore not derive any rights to claim against Net4You for the erasure of such data.

3.8. Changes to the GTC and to descriptions of, and fees for, services provided

Changes to the GTC, any special conditions or to descriptions of the services provided may be made unilaterally by Net4You and will also be effective on existing contractual relationships.

The current version can be viewed on Net4You's website (or can be sent to the Client, if requested). Changes to the GTC are only permissible for consumers if the changes can be deemed reasonable in respect of consumers, especially if they are minimal and can be objectively justified.

Net4You reserves the right to change (increase or lower) its prices if costs (e.g. personnel costs, interconnection charges, energy costs, telecoms line costs) that are relevant to its costings change; in the case of consumers, increased fees may only be demanded if the circumstances leading to the change in fees were beyond the company's control; and furthermore may not be demanded for services provided within two months of contract conclusion. This applies also to changes in taxes, or the introduction of new taxes and other public charges which could affect how fees are calculated.

Section 135 (8) TKG 2021 applies to all changes:

- If the effect of the changes on the Client is solely beneficial, Net4You may apply the changes on the same day as they are announced.
- If the effect of the changes on the Client is not solely beneficial, the Client will receive the information about the nature of the changes, when they become effective and his/her right in this case to opt for extraordinary termination of the contract, in accordance with section 135(8) TKG 2021, at no cost to him/herself, up until the point at which the new clauses take effect, no later than three months prior to the new clauses taking effect. The information must be provided in a durable medium (e.g. printed on a regular invoice). The changes will take effect at the time stated in the notification, and at the very earliest three months after the impending changes have been communicated. In the event the Client terminates the contract as per his/her entitlement under section 135(8) TKG 2021, the contract in question ends on receipt of the declaration of termination by Net4You: the contractual clauses and fees will continue to apply until that point. If the Client does not terminate the contract, the changes to the contract take effect on the date stated. The notification to the Client will point out in particular the significance and consequences of his/her actions.

The Client's right to terminate is precluded if fees are lowered, or if prices are adjusted in line with the index agreed and set out in point 3.9. of these GTC.

3.9. Indexed adjustments

Prices and fees are increased or lowered by the amount of change in the index value of the consumer price index (CPI 2020) announced in January of the reference year from the index value of the CPI 2020 in the previous January, and take effect on 1 January of the year in question. The index value announced in January 2020 serves as the basis. Net4You may waive increasing fees/charges on the basis of the index change in a given calendar year, but this has no effect on the permissibility of future increases in fees.

3.10. Net4You employees do not have power of attorney

Net4You sales or technical employees do not have power of attorney and may not make declarations or promises on behalf of Net4You, nor accept payments on its behalf. Limited representation of Net4You by its sales or technical employees only has any effect on consumers if they were aware of the limited power of attorney.

4. Contract services (network services)

4.1. General terms and conditions of use

The scope of services to be contractually provided is derived from the relevant service specification and the written agreements between the contractual partners that refer to the same.

The Client must ensure, at his/her own cost, that all technical prerequisites (e.g. electricity supply, suitable rooms etc.), including permissions from third parties and the authorities that are required for contract performance, have been fulfilled.

The Client must make available the necessary equipment for transmitting data from the dial-in point - i.e. telephone lines and modems - if these have not been explicitly included in the scope of services ordered. These costs are also the Client's responsibility. If network terminal equipment with a corresponding network termination point is installed by Net4You or one of its suppliers, the Client is not permitted to make any changes to them.

The sharing of services or permissions with third parties for a fee is only permissible if Net4You has given explicit authorisation in writing to do so. The only exceptions to this are individual rights such as the right to recall. If a resale has been agreed, resellers are obliged to require that their contractual partners are bound by these terms and conditions; and they indemnify and hold Net4You harmless in this respect.

Any abuse of the network services is forbidden and will result in the immediate withdrawal of these services. Net4You accepts no liability for the content of data transmitted and the content or form of data available through services brokered by Net4You. Net4You reserves the right to block individual publicly accessible services and internet sites if these violate Austrian law, EU standards or the bounds of decency.

Net4You is empowered to transfer its obligations, in full or in part, with regards to individual services or to the whole contract, in full discharge of its liabilities, to a third party; and will inform the Client in this event. This does not apply to consumer transactions; the right to deploy a subcontractor remains unaffected.

Details about products and services intended specifically for users with disabilities can be found in the relevant service specification or requested from Net4You.

4.2. Delivery time for services

The telecommunications services will be provided within the period agreed in the individual contract with the Client or after such point as the Client has put in place all the technical and other prerequisites (point 3.1.) required.

If the delivery deadline is not met for reasons for which Net4You is responsible, Net4You undertakes to grant the Client credit of EUR 13 ex VAT per week for each week the delivery deadline is exceeded if the delivery deadline is exceeded by more than four weeks.

This does not apply if the delivery deadline has been exceeded due to delays in service provision from third parties who are not subcontractors of Net4You. All other claims for compensation from the Client are precluded - if the Client is a consumer, this includes minor negligence but not, however, personal injury.

4.3. Special conditions for internet services from A1 Telekom Austria AG

4.3.1. Internet broadband incl. SDSL, xDSL4You and xDSL4Biz access services

The Client accepts that, with respect to internet broadband, SDSL, xDSL4You and xDSL4Biz access services, a contractual relationship with A1 Telekom Austria AG is being formed, which is based on the general terms and conditions of business (GTC) of A1 Telekom Austria applying at the time, including the specification of services and tariffs and charges applying at the time, but not including the provisions on terminating the contract. The Client declares that s/he has acknowledged the GTC, specification of services and tariffs and charges of A1 Telekom Austria and

agrees to them. The A1 Telekom Austria AG documents can be retrieved from www.telekom.at or can be sent to the Client by Net4You if so requested.

With respect to customer declarations regarding "Change of provider", "Data transmission" and "Termination of the contractual relationship with the end customer", Net4You is the recipient of such declarations for A1 Telekom Austria.

The personal data required for the provision, invoicing or termination of services and essential for the fulfilment of access service contractual obligations, will be relayed from Net4You to A1 Telekom Austria and from A1 Telekom Austria to Net4You.

4.3.2. Change of product, modem or provider

The one-time costs incurred by A1 Telekom Austria AG due to a later change of product, modem or provider by the Client will be invoiced separately to the Client following the change.

A change in provider will require a change to the contract and to the contractual relationship with A1 Telekom Austria AG. The Client will be required to pay A1 Telekom Austria AG for the costs incurred.

4.3.3. Ruling in the case where the contract is terminated through the user connection with A1 Telekom Austria AG

If the contract between the Client and A1 Telekom Austria AG regarding the user connection is terminated, for whatever reason, Net4You will cease to supply the broadband internet service to the Client. The Client is nevertheless obliged to pay all charges due to Net4You that would apply up until the point at which the contract with Net4You could first have been terminated. Further, or other, claims or entitlements to compensation on the part of Net4You remain unaffected.

4.3.4. Block applied by A1 Telekom Austria AG

If A1 Telekom Austria AG applies a block on broadband internet access, Net4You is entitled, though not obliged, to suspend internet access services for the duration of the block. If Net4You does not exercise this right, it is entitled, despite the fact that there can be no access to the internet, to the settlement of all contractually agreed charges up until the point at which the contract with Net4You could first have been terminated. Further, and other, claims or entitlements to compensation on the part of Net4You remain unaffected.

4.4. Change of provider for internet broadband, Glasfaser4You, xDSL4You, xDSL4Biz or SDSL

If applying to change provider, the Client undertakes to give due and proper notice of termination to any previous provider. If so requested, the Client undertakes to provide a copy of the notice of termination to Net4You without delay.

4.5. Line transfer

The Client authorises Net4You to initiate in his/her name all necessary steps to transfer the line across and to sign on behalf of the Client where required. Should it be necessary to terminate services provided by other telecoms companies in order to transfer the line, the Client herewith authorises Net4You to do this. However, the responsibility for giving due, proper and timely notice to terminate telecoms services always lies with the Client; and the Client must find out about the minimum terms and notice periods for the supplier involved.

4.6. VoIP - authorisation to retain telephone numbers

The Client authorises Net4You to initiate in his/her name all necessary steps to retain the existing telephone numbers and to sign on behalf of the Client where required. Should it be

necessary to terminate services provided by other telecoms companies in order to retain existing telephone numbers, the Client herewith authorises Net4You to do this. However, the responsibility for giving due, proper and timely notice to terminate telecoms services always lies with the Client; and the Client must find out about the minimum terms and notice periods for the supplier involved.

4.7. VoIP - geographical landline numbers

The Client undertakes to comply with the regulations of the telecoms supervisory body RTR and only to use issued or ported geographical landline numbers (e.g. 0463 ...) at the location intended and to indemnify and hold Net4You harmless from any abuse of this ruling. The Client must inform Net4You of any change of location, regardless of whether it is temporary or permanent, at least 14 days prior to the change. The Client must notify any changes to contact data (address) to Net4You without delay.

4.8. Network services without ongoing standing charges

The Client explicitly agrees to Net4You withdrawing network services without having to state a reason if there was no standing charge for these services and also no usage fees were incurred for a period of 12 months. Net4You will inform the Client 14 days prior to withdrawing the service.

Any prepaid usage fees will be refunded by Net4You. The Client also explicitly agrees that network services provided without demanding ongoing usage fees may only be used in combination with other network services that do attract ongoing usage fees. If the Client terminates the final network service with an ongoing usage fee, the termination will necessarily apply to all network services without an ongoing usage fee.

4.9. Unified European emergency services number

We wish to draw attention to the existence of the unified European emergency services number, 112. Additionally, calls to all Austrian emergency services numbers (in accordance with section 18 KEM-V) are free of charge.

4.10. Technical telephone support

Net4You offers Clients technical support over the telephone; in the event of service interruptions to the Client for which Net4You is responsible, this is available free of charge (apart from the cost of the call itself) during office hours (Monday to Thursday 09:00 - 17:00, Friday 09:00 - 13:00) by calling +43 (0)4242 5005 200. Interruptions to telecommunications services for which Net4You is responsible will be resolved by Net4You within a period of two weeks maximum from notification of the fault. Point 4.2. will apply by analogy if this deadline is exceeded.

The Client must support Net4You as far as is possible to home in on the location of the fault, and grant Net4You, or a third party commissioned by Net4You, the necessary access at all times to allow them to rectify the fault. Any work connected to a fault that has not been caused by Net4You or an attributable third party, or work carried out because of service interruptions caused by the Client, will be invoiced on the basis of time incurred. Net4You reserves the right to switch technical support to a premium-rate number; in such a case, Clients would be given ample advance notice.

4.11. Maintenance work

In order to be able to offer even better quality and services, it is necessary to carry out enhancements and improvements to the Net4You network or servers from time to time. For this reason Net4You has fixed a time period in which such maintenance work can be carried out. During this time window - which is from 04:00 - 08:00 on Wednesdays - there may be an interruption to Net4You products and services.

The Client knows about this and may not make any claims based on these maintenance periods and any faults or service interruptions which arise in connection with the same.

5. Service quality, goods and equipment provided for clients' use, retention of title

5.1. Service quality

Net4You will give every care to ensure that the agreed service quality is provided.

The scope of services offered and the main characteristics of each service provided, including any minimum service quality levels, is detailed in the specification of services/individual contract.

Compensation or reimbursement of costs if service quality is not upheld or the response time of Net4You to security incidents, threats or breaches is inadequate will be offered in line with the liability clauses in point 6 (Warranty).

In order to avoid overloading, Net4You measures its network every five minutes. Further information can be found on our website at <http://www.net4you.net/kundencenter>.

An instruction from the authorities or a court order can legally oblige Net4You to monitor the Client's connection or block access to certain websites. If Net4You is obliged to block a website, this website can no longer be reached through the Net4You connection.

In order to protect the integrity and security of the network, Net4You deploys traffic management measures. The interfaces on the core routers are continuously monitored and analysed by Net4You. If defined thresholds are exceeded, the Network Operations Center - NOC for short - is put on round-the-clock alert.

5.2. Goods and equipment provided for clients' use, retention of title

All goods (hardware, software etc.) delivered by Net4You remain the property of Net4You until they have been paid for in full. The Client may not encumber or sell on these goods during that time.

Where Net4You provides equipment for the Client to use, this remains the property of Net4You even if it has been installed - and must be returned to Net4You upon termination of the contract at the Client's cost. In the event of a justified cancellation of the contract prior to it reaching its agreed minimum term, should the Client decide to keep an item of equipment that had been provided for his/her use, a part payment will be invoiced, the amount of which shall be determined in the relevant contract documents. In the event of an unjustified cancellation of the contract where the Client has not returned an item of equipment, it will be invoiced at its full price.

The Client and his/her subordinates must use this equipment with utmost care - if it is damaged, the Client is not released from his/her payment obligations. Throughout the entire duration of the contract, servicing and maintenance of the rented equipment shall only be carried out by Net4You or its representatives.

6. Warranty

6.1. Warranty period

For consumers, the warranty period is 2 years; in all other cases it is 6 months from provision, or formal acceptance of, the service. In the case of hire purchase agreements with consumers, the period extends until the due date of the last instalment payment, although the Client retains the right to assert a legal warranty claim beyond that date if s/he has already officially claimed against Net4You for the defect beforehand.

6.2. Rectifying of deficiencies

Net4You will decide on whether deficiencies covered by the warranty are to be remedied or replaced. A prerequisite of warranty claims is that the Client has notified Net4You of the defect(s) in detail and in writing within 14 working days of them having become apparent. A right of recourse in accordance with section 933b of the Civil Code (ABGB) is precluded. This does not apply to consumer transactions.

6.3. Disclaimer of warranty

Precluded from the warranty are defects arising from configurations and installations not organised by Net4You (this does not apply if it had been agreed that the Client or a third party would carry out the installation and this was done in a professional manner, or if the Client or a third party had organised reliable, professional alternative measures because Net4You had failed to fulfil its obligation to remedy a defect within an appropriate period), non-compliance with installation requirements and conditions of usage, use of the services/equipment beyond the performance framework stated by Net4You, incorrect use, the use of inappropriate materials by the Client or by third parties connected to the Client; this also applies in the case of defects traced to equipment provided by the Client. Net4You is not liable for damage caused by atmospheric discharges, electrical surges and chemical influences outside of its sphere of influence. The warranty does not extend to the replacement of parts subject to natural wear-and-tear, unless there was a deficiency at the time the equipment was provided.

6.4. No obligation to update or to provide the most recent version

Net4You is not obliged to provide the Client with most recent version of a digital service at the time of contract conclusion.

Net4You is not obliged to provide the Client with updates for digital services and goods with digital elements. This only applies for consumers if at the time of contract conclusion the consumer had explicitly and separately agreed to diverge from the duty to update as set out in section 7 of the Consumer Warranty Act (Verbrauchergewährleistungsgesetz/VGG), having specifically had his/her attention drawn to this divergence.

7. Disclaimer and limitations, Client's obligations

7.1. Disclaimer

Net4You is liable to business customers for damages resulting from intent or gross negligence, but not from minor negligence (personal injuries excepted).

The prerequisite for any claim against Net4You (consumers excepted) is a written, detailed, specific record of the damage/loss incurred, submitted promptly after the damage has been detected.

7.2. Disclaimer in respect of service availability, non-delivery of emails

Net4You operates the services it offers according to the principles of utmost diligence, reliability and availability. It is, however, not possible, for technical reasons, that these services can be continually accessed without interruption, that the desired connections can always be provided or that stored data will always be available in every circumstance.

In particular it cannot be assured, for technical reasons, that emails are delivered or that error messages are sent if they are not. The delivery of emails can be hindered, in particular, by spam filters, virus filters etc. (installed by Net4You or by the Client). Temporary limitations on, or interruptions to, internet services availability may occur due to force majeure, epidemics, disease, strikes, lockouts and official directives, technical changes to the telephone networks or

other systems, or because of repair and maintenance work.

Net4You accepts no liability for such instances, apart from if it had acted with intent or gross negligence. All other disclaimers or restrictions remain unaffected.

IP connectivity with other network providers is provided in accordance with the technical framework conditions. The use of other networks is subject to the usage restrictions (acceptable use policy) of the provider concerned. The continuous availability of these transmission paths and the Net4You services dependent on the same can therefore not be guaranteed.

In the event of unreasonably long interruptions or unreasonable restrictions, the Client's right to cancel the contract for good cause remains unaffected. Net4You does not assume liability of any kind for content that is or should be transmitted via the internet or that is accessible via the internet. No liability is assumed for data losses; this applies to consumers only where the loss of data by Net4You was not as a result of intent or gross negligence.

Net4You reserves the right to impose temporary restrictions due to its own capacity limits being reached, provided these can be deemed reasonable to the Client, especially where they are minimal, objectively justified and for reasons beyond the control of Net4You.

7.3. Disclaimer in respect of transmitted data, damage caused by viruses, hackers etc.

Net4You is also not liable for data downloaded from the internet or for third-party emails (and also not for any viruses contained in them) delivered by Net4You, nor for third-party services - also where the Client has accessed these through a link from the Net4You website or received information about the same from Net4You. Net4You assumes no liability for damage/loss arising out of these actions; this applies to consumers only if Net4You did not act with intent or gross negligence.

7.4. Disclaimer in respect of violations of the Client's obligations, the duties of the Client

Net4You is not liable for damages caused by the Client failing to comply with the contract and its constituent parts, in particular these General Terms and Conditions of Business, or through incorrect/improper use of the services.

7.4.1. Protecting internet access and other accounts

The Client is obliged to keep passwords secret. The Client is liable for damages arising out of failing to sufficiently protect passwords or from passing them on to third parties.

The Client is liable for all payment demands from telecommunications services - with the exception of those relating to premium services - and other claims from telecommunications services resulting from the use of his/her telephone connection and/or access data (by third parties also), provided Net4You cannot be held responsible for the misuse.

7.4.2. Damage to third parties; spam and spam protection

The Client undertakes not to use the contractual services in such a way that this may cause damage to third parties, or risks the security or running of Net4You's and other parties' computers. In particular, spamming (aggressive direct mailing using email) or any use of the services to transmit threats, obscenities, harassment or damage to other internet users.

The Client undertakes to use suitable and sufficiently secure technical equipment and settings. If Net4You or a third party experiences difficulties due to the Client's technical set-up being

insecure (e.g. open mail relays), the Client is obliged to indemnify Net4You and hold it harmless against claims; furthermore, Net4You is entitled to block the Client with immediate effect or to take other appropriate actions (e.g. block individual ports). Net4You will inform the Client of the action taken and the reasons for taking it without delay.

7.4.3. Client's obligation to comply with statutory regulations

The Client undertakes to comply with all laws and to indemnify Net4You and hold it harmless against any claims and actions justifiably brought against it under criminal or civil law, in court or out of court, on account of the content placed into circulation by the Client. If claims or actions are brought against Net4You, it alone shall decide how to proceed (legal proceedings, settlement etc.) ; in such a case the Client may only claim an insufficient legal defence is being mounted if gross culpability can be demonstrated.

7.4.4. Client's reporting duties

The Client undertakes to inform Net4You without delay and in writing of any changes to addresses or contact data, so that invoices and essential information (also from the RTR supervisory body) are sent to the correct address; should Net4You incur time and expense (e.g. for research) as a result of the Client failing to comply with notification obligations, compensation will be sought from the Client.

The Client is obliged to inform Net4You immediately of any malfunction of, or interruption to, telecommunications services. If the Client violates this duty to inform, Net4You assumes no liability for damages or extra costs (e.g. incurred by the Client for unnecessarily commissioning a third-party firm) arising out of the failure to inform it.

7.5. Special conditions relating to firewalls

Any liability on the part of Net4You is precluded for harm caused as a result of firewall systems that are installed, operated or tested by the Client being bypassed or disabled. This only applies, in the case of consumer transactions, if Net4You did not act with intent or gross negligence.

7.6. Disclaimer in respect of damage caused to the Client by third parties

If the Client has a right to claim for damages because his/her rights were infringed as a result of Net4You storing certain data for other clients, Net4You is not, however, liable (without prejudice to all other disclaimers and limitations on liability) if there was no actual knowledge of the infringement or was given no indication from a qualified source about the infringement (cf. ISPA Code of Conduct – General rules on liability and the duty of disclosure of internet service providers, which can be viewed at www.ispa.at).

8. Data protection

8.1. Secrecy of communications and the duty of confidentiality

Net4You and its employees are bound by the secrecy of communications provisions of section 161 TKG 2021 as well as the duty of confidentiality set out in the Data Protection Act (Datenschutzgesetz); these also apply after the activity that led to the duty of confidentiality ends. They do not view personal data and users' data. The very fact that an exchange of messages has taken place, or indeed a failed call, both come under the duty of confidentiality.

The Client may object to the processing of personal data. This shall not prevent any technical storage or access for the sole purpose of carrying out or facilitating the transmission of a communication over Net4You's communications network, or making available to a Client a service ordered by that Client. Routing and domain information must accordingly be disclosed.

Exempted from this is Net4You's obligation to cooperate with the provisions of sections 135(2)

and (3) of the Code of Criminal Procedure (StPO), 11(1)(7) Police State Protection Act (PstSG), 99(3a) Fiscal Penalties Act (FinStrG) and 22 (2a) and (2b) Armed Forces Powers Act (MBG).

8.2. Data security and integrity of equipment/set-up

Net4You protects the data stored on its servers using state-of-the-art technology. Net4You cannot, however, prevent third parties illegally gaining control of, and using, the data stored there.

Net4You ensures that the security and integrity of the set-up/equipment used is state-of-the-art and complies with the relevant statutory regulations. In the event of a breach of the security and/or integrity of Net4You's set-up, it will, without delay and depending on the severity of the breach, inform the regulatory body and, where appropriate, the public.

8.3. Information in accordance with section 165(3) TKG 2021 relating to processed data, master data

On the basis of the Data Protection Act and the Telecommunications Act 2021, the contractual partners undertake to store, process and pass on master data solely in the context of service provision and only for the purposes agreed in the contract. Those purposes are: the conclusion, execution, maintenance, modification or termination of the contract with the Client; invoicing of charges, creation of user directories, provision of information to emergency service providers in accordance with section 124 TKG 2021. Where Net4You has obligations to pass on information under the provisions of TKG 2021 applying at the time, it will fulfil these statutory obligations.

Under sections 160(3)(5) and 166(1) TKG 2021, Net4You is authorised to collect and process the following personal data relating to the Client and user:

First name, surname, academic title, home address, date of birth, foundation date, business name, VAT ID number, company registration number, email address, telephone number, fax number, other contact information, creditworthiness, information about the type and content of the contractual relationship, terms of payment, as well as payments received to maintain records on the contractual relationship, employee data, service data including technical and organisational infrastructure, IP/MAC addresses.

In accordance with section 166(3) TKG 2021, master data will be erased by Net4You once the contractual relationship with the Client has ended, unless this data is still required to invoice or collect amounts owing, to deal with complaints or to comply with other statutory obligations.

The Client agrees that Net4You is authorised to pass on the name, date of birth and address of the Client to the credit database of the Credit Protection Association in order to receive information about the Client's creditworthiness. In the event of a payment default, the Client's name, date of birth, address and amount unpaid will be submitted to the credit database of the Kreditschutzverband von 1870, Wagenseilgasse 7, 1120 Vienna. These permissions can be revoked at any time.

8.4. Traffic data

Net4You will store access and other personal traffic data needed to create connections, relay a message to a communications network and invoice charges - in particular, source IP and all other log files - in accordance with its statutory obligation under section 167(2) TKG 2021 until the expiration of the period within which the invoice can be contested under the law, provided that payment has been made and the invoice has not been contested in writing within the three-month deadline period. In the event of a dispute, Net4You will make this data available to the institution ruling on this matter. Net4You will not erase the data until a final decision has been reached. Otherwise, Net4You will immediately erase or anonymise traffic data once the

connection has ceased.

Net4You will not analyse a user connection for any purpose other than invoicing, apart from in special legally regulated cases.

The stored traffic data, detailed in the first paragraph, may be processed for invoice calculations or for the purposes of traffic management, fault elimination, customer enquiries, fraud detection, marketing of communications services or the provision of added value services; and persons working in these areas are not subject to restrictions on access to this data.

8.5. Content data

Content data is not stored by Net4You. Where short-term storage is necessary for technical reasons, once the reason no longer exists, the stored data will be immediately erased. If content storage is part of a service, Net4You will erase the data as soon as the service has been provided.

8.6. Inclusion in the user directory

In accordance with section 137 TKG 2021, Net4You can create a public user directory containing first name, surname, academic title, address, email address, internet address and - if requested by the user - profession. Net4You is not obliged to create a user directory. On the express written request of the Client this item can be omitted, in whole or in part. The aforementioned data is used and analysed solely for the purposes of using the public telephone service. A classification of clients for the purposes of creating and issuing user directories is permissible under section 173 TKG 2021; no electronic profiles will be created of the client by Net4You otherwise.

8.7. Number suppression

The Client has the option to suppress the number on outgoing and incoming calls, in accordance with section 139 TKG 2021. Number suppression options are described in the relevant service specification. There is one exception, namely for cases of marketing calls, as set out in section 174(2) TKG 2021.

8.8. Use of data for marketing purposes, agreement to receive email marketing

Separately from in these terms and conditions, the Client may, through his/her signature, give permission for his/her traffic data to be used, in accordance with section 160(3)(6) TKG 2021, by Net4You for the purposes of marketing its services and for providing added-value services. This permission can be revoked at any time.

In this case the Client confirms, in the contract documents, his/her agreement to receive a reasonable amount of email advertising and information from Net4You about its products and services as well as from business partners listed in the contract documents. The Client's data, including name and email address, always remains in the possession of Net4You. The Client may revoke this declaration of consent at any time. In every marketing email Net4You will provide an opportunity for the Client to refuse any further emails. This ruling applies to consumers only to the extent that the actual business partners are named.

8.9. Monitoring of telecommunications

The Client acknowledges that, in accordance with section 162 TKG 2021, Net4You may be obliged to participate in monitoring telecommunications in accordance with the provisions of the Code of Criminal Procedure. The Client also acknowledges that, in accordance with section 141 TKG 2021, Net4You may be obliged to set up a call trace facility or to suspend number suppression. Any actions of Net4You as a result of these obligations may not be the trigger for claims by the Client.

Further, the Client acknowledges the provisions of the E-Commerce Act (ECG), which authorises and obliges Net4You to divulge information about the Client in certain circumstances.

9. Data security

Net4You will deploy every possible and feasible technical measure to protect the data it is storing. Should a third party succeed in illegally gaining control of, and/or using, the data stored by Net4You, Net4You is liable to the Client only if it acted with intent or gross negligence. The Client undertakes to back up separately and regularly the data stored at Net4You.

In the case of consumers: Net4You liability is precluded if any damage caused by it or its representative can be attributed to mild negligence.

10. Data provided, intellectual property rights

The Client warrants that s/he has full usage and intellectual property rights to all text, data and images (displayed e.g. on the Client's website) - also in respect of use in network services (www).

11. Special provision relating to domain registration

11.1. Brokerage and administration of the domain; contractual relations

Every new registration or transfer of a domain is automatically subject to the terms and conditions of the relevant registry or registrar. Domains with .at, .co.at and .or.at addresses are set up by the nic.at registry, and by the relevant registry for other addresses. ICANN's UDRP (Uniform Domain Name Dispute Resolution Policy) as a rule governs all domain transactions, and can be viewed at <http://www.icann.org/dndr/udrp/policy.htm>.

As the registrant of a domain (= applicant and owner of the domain), the Client herewith commissions and authorises Net4You to broker and reserve the domain; and is responsible for supplying precise and correct contact data to this end. If the registrant takes more than fifteen (15) calendar days to react to queries about the completeness and accuracy of the information supplied with the registration, this can lead to the domain registration being cancelled.

Every registrant undertakes to compensate, defend and hold harmless the registry administrator and registrar, as well as all directors, executive employees, employees and agents, against any claims, damages, guarantees, costs and expenditures (including reasonable legal fees) arising out of or in conjunction with the domain registration.

Net4You will always make every effort to offer the most cost-effective domain registration and to select the highest-performing registrar. Net4You therefore reserves the right to change registrar at any time. The Client authorises and commissions Net4You to change registrar at any time.

11.2. End of a contract with a registry

The Client acknowledges that the contract with the registry does not automatically end when the contract with Net4You is cancelled; rather, the Client must give notice to the registry to terminate the contract him/herself.

11.3. Applicability of the registry's GTC

In respect of the domain, therefore, the General Terms of Contract of nic.at (which can be viewed at www.nic.at) or the other registry responsible shall apply.

11.4. Legal admissibility of the domain

Net4You is not obliged to verify the admissibility of the domain in respect e.g. of rights to brand or other names. The Client declares that s/he will comply with the relevant statutory regulations, and in particular, will not violate any entity's trademark rights; and fully indemnifies Net4You and holds it harmless in this respect.

12. Special conditions applying to the provision of web design or web consulting services

12.1. Client's obligation to cooperate

The Client is obliged to provide necessary input and cooperation. The obligation to cooperate covers in particular the provision of all necessary information; and, where appropriate, the hardware on which any installations may be carried out.

During any required test runs, the Client must attend in person or provide qualified employees instead, who are authorised to assess and take decisions on deficiencies, function enhancements, function curtailments or changes to the program structure. The Client must also provide any required test data as well as all text and other content (e.g. logos) to be deployed in a suitable electronic format.

Where Net4You provides the Client with designs, test versions of programs, a final version of the same, or similar material, this must be carefully checked by the Client. Complaints or modification requests must be submitted at this point in time - otherwise the Client (unless s/he is a consumer) loses all rights to make a claim against Net4You.

12.2. Liability for elements provided by the Client

Elements provided by the Client such as logos, texts, corporate design elements etc. remain the property of the Client; Net4You does not acquire any rights to them. The Client warrants that s/he holds all the required rights and will indemnify Net4You and hold it harmless against any legal consequences of infringements (e.g. infringements of a third party's copyright) in respect of the elements provided by the Client.

12.3. No obligation to verify on the part of Net4You

Net4You is not obliged to verify that elements and in particular content provided by the Client complies with all laws, but can refuse to publish the material if there is a suspicion there will be an infringement.

12.4. Granting of rights by Net4You

Unless specifically otherwise agreed in writing and provided the Client is not a consumer, upon receipt of the agreed payment Net4You grants the Client the perpetual right to use the concept and/or design and/or software applications that form part of the contract for the Client's own purposes solely within the sphere of the internet. Any other use, including partial use, for example in the area of electronic media or for print products is subject to particular and written (unless the Client is a consumer) agreement. The same applies to the granting of rights - even partial - to third parties.

13. Special conditions applying to the development and delivery of software

13.1. Scope of service

In the case of software developed by Net4You, the scope of service must be determined by means of a service specification (systems analysis), which has been countersigned by the other contractual partner. Deliverables will include executable program code to be run on the designated systems, and a program description. Unless specifically otherwise agreed in writing, the rights to the programs and the documentation remain in full with Net4You.

13.2. Rights to software delivered

Where software is delivered, unless specifically otherwise agreed in writing, Net4You grants the Client a non-transferable, non-exclusive right to use the software, for which the Client accepts the licensing terms and conditions that apply, also in the case of third-party software. The Client indemnifies Net4You and holds it harmless against any infringements. The Client must play its part in working to prevent harm/loss being caused.

If using licensed software from a third party, the Client is obliged to read the licensing conditions prior to use and to comply with these in full. No liability is assumed for software downloaded by the Client which is termed "public domain" or "shareware" and was not developed by Net4You. The Client is responsible for complying with the terms and conditions of use and any licensing rules defined by the author, and may not transfer this software to third parties, even for a short period of time. The Client indemnifies Net4You and holds it harmless against any claims of infringements of the above obligations.

13.3. Guarantee obligations and duty to update

Net4You does not warrant that the software delivered will work with other programs of the Client; this does not apply in the case of standard software or where, in individual contracts, functionality has been explicitly guaranteed. In contracts with enterprises, guarantee obligations are limited to reproducible (continuously repeating) deficiencies in the program function. Consumer warranty claims as detailed in point 6 are unaffected by this point 13.3.

Point 6.4. applies by analogy also for software delivered. Otherwise, the warranty clauses in point 6 apply.

13.4. Contract cancellation in the event of software deficiencies

If Net4You is delivering both hardware and software, any defects detected in the software do not automatically entitle the Client to cancel that part of the contract which addresses the delivery/use of hardware. The same applies in respect of services covered by the contract. Cancellation of the entire contract is only possible if this is a case of inseparable services, as defined in section 918(2) ABGB. The rights of end users to terminate bundled contracts remains unaffected.

14. Terms and conditions of use for mail servers

The size (data volume) of the mailboxes used by the Client and supplied through Net4You is unlimited; the size of individual emails is limited to 15 MB. It is possible to access emails with IMAP or via webmail.

Net4You reserves the right to erase emails that are over one year old. If not otherwise stated for a product, Net4You will not perform any email backups; and as a matter of principle, the Client is in fact responsible for all forms of backup.

Net4You reserves the right to contact clients repeatedly using more than 100 MB of mail space to introduce a limit of 100 MB. Furthermore, Net4You reserves the right to block - temporarily or permanently - external mail servers or IP addresses that have been listed or identified as sources of spam. No further emails from such sources will be accepted by Net4You nor passed through to the Client.

15. Terms and conditions of use for web servers

The size (data volume) of the web space used by the Client and supplied through Net4You is limited to the size agreed (= invoiced). Exceeding this limit can lead to a block on the web space (on uploading more data).

As a result it will not be possible to store any more data on the web space involved. The impact on the Client's website may vary, but can lead to a total crashing of the website. The

Client alone is responsible for adhering to the limit, as well as for any consequences of a block and resolving the issues.

If not otherwise stated for a product, Net4You will not perform any web space backups; and as a matter of principle, the Client is in fact responsible for all forms of backup! It is explicitly recommended that the Client holds secure copies of all data.

16. Payment terms and conditions

16.1. Invoicing periods for consumers

Production charges, the monthly pro-rated standing charge and any one-off charges can be invoiced as soon as the service has been provided. Standing charges and other fixed monthly charges will also continue to be invoiced in advance. All other charges must be paid following provision of the service and issuing of the invoice, which will be on a quarterly basis at most.

16.2. Invoicing periods for enterprises

Production charges, the standing charge and any one-off charges can be invoiced as soon as the service has been provided. Advance payments may be agreed for specific projects. Fixed monthly fees will be invoiced in advance, either as an annual, quarterly or monthly charge. All other charges must be paid in line with their due dates, following provision of the service and issuing of the invoice, which will be on a quarterly basis at most.

The payment obligation arises on the day following issue of the invoice: for the first month, if service uptake (service provided by Net4You) occurs up until the 14th of the month, the monthly fee is to be paid in full; and if service uptake (service provided by Net4You) occurs after the 15th of the month, half the monthly fee is due.

16.3. Due dates

Unless otherwise agreed, payment is due immediately, without deductions, upon receipt of the invoice. The invoice dates are stated in the contract and/or order form. In case of doubt, one-time costs can be invoiced directly after contract formation or delivery, ongoing fixed costs monthly in advance and ongoing usage-dependent costs monthly in arrears.

Where a purchase is made, the agreed price will be invoiced once the equipment has been installed or dispatched; and the amount owing is due within 10 days of receipt of the delivery and invoice, without deductions.

16.4. Ways to receive invoices, methods of payment

The Client has various options in respect of receiving and paying invoices (initial decision made at the time of ordering, can be changed by the Client at any point through the term of the contract):

- a.) Invoice sent by email - dispatched at no extra cost to the email address provided by the Client;
- b.) Invoice sent by post - a charge is made for sending the invoice to the postal address provided by the Client - costs per invoice mailed currently € 2.40 inc VAT
- c.) Payment by direct debit - the Client grants Net4You authority - which can be withdrawn at any time - to debit and collect the sums invoiced as they become due from his/her Austrian bank account. Payments that have been debited from the Client's account can be reversed within a certain period of time (currently 40 days minimum with Austrian banks). There are no limitations on the amounts debited from the account. Net4You has the right to collect any unpaid invoices at any time (subsequent invoices etc.). Charges and costs resulting from transactions stopped by the Client's bank for reasons to do with the Client (currently at least €7.50 for each transaction returned by the bank plus booking fees of at least € 2.40 per booking) will be charged to the Client. In addition, the Client can be switched to the payment

method "Payment by transfer form (payment transfer)".

d.) Payment by transfer form (payment transfer) - only possible in specifically agreed cases, but not for standard products.

16.5. Payment defaults

If an invoice is not paid by its due date (or a direct debit is revoked by the Client), Net4You is entitled to invoice € 12.00 (ex VAT) per dunning notice issued. The Client further undertakes, in the event of falling in arrears with his/her contractual obligations, to compensate Net4You for any additional dunning or collection fees.

Interest on arrears is agreed at 12% p.a. for businesses and 4% p.a. for consumers. Payments received from the Client are always posted against the oldest debt.

If the Client terminates the contract prematurely or Net4You cancels for good cause because of the Client's indebtedness, Net4You is entitled to the fees in full that had been agreed for the entire regular duration of the contract.

16.6. Offsetting and right of retention

a.) Consumers: Offsetting against outstanding claims from Net4You is only possible if either Net4You is unable to pay, or the amounts owing on both sides have a legal connection, or the consumer's counterclaim has been determined in a court of law or recognised by Net4You.

b) Enterprises: An enterprise may only offset against a Net4You claim if the counterclaim has been determined in a court of law or expressly recognised by Net4You and confirmed in writing. Statutory rights of retention are precluded. The rights of enterprises under section 1052 ABGB to refuse performance until the consideration has been paid or the relevant security provided, or to exercise any statutory rights of retention, are wholly precluded.

17. Objections to an invoice, dispute resolution

17.1. Objections ("contesting an invoice")

The Client must submit any objections to the payment demands made in an invoice in writing at the latest three months from the date of the invoice, otherwise it is deemed to have been accepted.

The due payment date of the invoice is unaffected by the raising of objections by the Client within the deadline specified by Net4You as part of the procedure for dealing with contested invoices. However, if the regulatory authority responsible (Rundfunk- und Telekom-Regulierungs GmbH) is called upon to mediate in the dispute, the due payment date for the disputed charges will be put back until the dispute is resolved. In such a case, however, Net4You can determine that an amount equivalent to the average of the last three undisputed invoice totals is due and payable immediately. The postponing of the due date ends if no application is made for dispute resolution in accordance with section 205 TKG 2021 within three months of receipt of the enterprise's response to the objection.

Objections can be raised with Net4You by the Client to the payment demands in an invoice where these relate to the work of another provider (such as a provider of an added-value service).

After investigation by Net4You, if it is the view of Net4You that the Client's objections are not justified, the Client has the option to request a mediation process from the RTR broadcasting and telecommunications regulatory authority (see also point 17.2).

If the Client does not wish to go down the mediation route, s/he must initiate legal

proceedings within three months of receiving Net4You's formal statement, or otherwise lose the right to assert the objection. In the case of consumers, Net4You will repeat the deadlines and legal consequences of not adhering to them set out in this point in any invoice by way of a clearly marked notice.

17.2. Mediation process

Without prejudice to the jurisdiction of the general courts, clients may submit cases of dispute or complaint (with regard to the quality of services, payment disputes, universal service complaints or a claimed violation of the TKG 2021) to the regulatory authority. The mediation service of the regulatory authority, which also works according to the provisions of the Alternative Dispute Resolution Act (AStG) (section 205 TKG 2021 in conjunction with section 4(1)(2) AStG, both as amended and as reported in BGBl. I no. 105/2015), will try to bring about a mutually acceptable solution or to inform the parties of its opinion in this matter.

Net4You is obliged to cooperate with such proceedings and to provide all necessary information needed to appraise the facts and to provide all necessary documentation.

The Client must make his/her application to the mediation service within one year of having submitted his/her complaint to Net4You. Once this deadline has passed, the matter can only be settled in a court of law. An objection to an invoice must be submitted in writing to Net4You within three months of receipt of that invoice. Once this deadline has passed, Net4You is no longer obliged to respond to the objection. The form for this procedure and more detailed information on the procedure, prerequisites and potential costs of the mediation process can be found at <https://www.rtr.at/schlichtungsstelle>.

17.3. Payment of a flat-rate fee in the case of a payment dispute

If an error is found that could have had a negative impact on the Client, and the correct charge cannot be established, the Client must pay a charge equivalent to the average of the last three invoice totals or, if the business relationship has not been going for three months, equivalent to the last invoice total.

17.4. Statement of charges

The customer invoice (statement of charges) contains the following data: customer name, customer address, invoice date, customer number, invoice period, invoice number, charges for fixed monthly services, variable services, one-off fixed charges, total ex VAT, value added tax, total inc VAT and any discounts granted. For individual statements of charges which the Client requests to have sent in paper form free of charge, the data contained adheres to the provisions of the Individual Charges Ordinance (which can be viewed at http://www.rtr.at/de/tk/EEN_V_2011/).

Over and above an individual statement of charges, the Client is only entitled to a listing of login data, log files, proxy analyses etc. (where these are technically possible and legally permissible) if a separate (and in the case of entitles, written) agreement had been concluded about storing such data and making it available.

18. Jurisdiction, performance of contract and choice of law

The place of fulfilment as defined in section 88(1) of the Law on Court Jurisdiction (JN) - except in cases brought against consumers whose place of residence or of employment is Austria - is 9500 Villach.

For any disputes arising out of this contract, the place of jurisdiction is agreed to be the court with responsibility for the subject matter in the locality of 9500 Villach. This does not apply to consumer transactions.

It is explicitly agreed that Austrian law solely shall apply to this contract, with the exception of the UN Sales Law and non-mandatory conflict of law rules.

19. Severability clause

Should individual clauses be or become invalid, the validity of the other General Terms and Conditions of Business will not otherwise be impaired. The invalid clause shall be replaced by a ruling that comes as close as possible to the business intent of the invalid clause. This does not apply in the case of consumers.

20. Net4You contact data

The contact data for Net4You can be found on the company's website <https://www.net4you.net/> and is repeated below:

Net4You Internet GmbH
Co reg. no. FN 132428y
Tiroler Straße 80
A-9500 Villach
T: +43 (0)4242 5005
F: +43 (0)4242 50055
E: office@net4you.net