

# GENERAL TERMS AND CONDITIONS

of AT&T Global Network Services Austria GmbH, Wienerbergstraße 11/12a,  
1100 Wien, company register number 68810t, Commercial Court Vienna.

1. The present General Terms and Conditions apply vis-à-vis entrepreneurs as defined under Section 1 Para 2 of the Austrian Consumer Protection Act („*Konsumentenschutzgesetz*“).
2. The contract concluded between AT&T Global Network Services Austria GmbH („*AT&T Austria*“) and the customer comprises of the following documents, ranked here in descending order of priority:
  - a. the written contract, which has to be concluded with the customer;
  - b. the respective service descriptions and specifications contained therein;
  - c. the present general terms and conditions.

### 3. **Service description:**

- a. The offered services are based on the respective schedule of the *Products and Services*, which also indicate the quality and the maintenance services offered. With respect to the quality of the telephony services, the applicable ITU-standards respectively the quality as agreed on in the individual written contract is met.
- b. The offered *Products and Services* will be provided by AT&T Austria depending on the nature of the ordered product/s or service/s within 4 to 6 weeks following the conclusion of the contract by AT&T Austria respectively as agreed on in the individual written contract.

4. **Term of contract:** The term of contract, the extension of the contract and the conditions of termination depend on the individual written contract.

### 5. **Warranty:**

AT&T Austria warrants for a time period of 6 months beginning at the time of the delivery that the article or work complies with the contract concluded between AT&T Austria and the customer. The customer has to prove at any time that the defect existed at the date of delivery. Defects will be remedied at the choice of AT&T Austria either by rectification of the defect or by replacement of the delivery. The right to rescind the contract for breach of warranty is excluded. In order to claim warranty, the customer has to inform AT&T Austria in writing and in detail of the defect within 14 days following the delivery. Excluded from warranty are defects resulting from insufficient set-up, force majeure, repair work, maintenance, extension or installation works, failure to observe installation requirements or terms of use, using the services offered by AT&T Austria in violation of the agreement, incorrect treatment or improper use of working materials and so forth. This also

applies in case of defects which are related to materials furnished by the customer. The warranty does not apply to the replacement of parts, which are subject to a natural wear provided that the defect did not exist at the moment of delivery.

**6. Limitation of Liability:**

AT&T Austria's liability for damages whatsoever is excluded unless AT&T Austria caused such damage by simple-gross negligent or willful misconduct. This limitation does not apply to bodily injury.

**7. Dispute resolution procedure:** Section 122 of the Austrian Telecommunication Act (Telekommunikationsgesetz 2003, "TKG") provides that customers may also submit cases of dispute or complaints (regarding the quality of the service or payment disputes, which have not been settled satisfactorily between the customer and an operator or in relation with an alleged violation of the TKG) to the regulatory authority. The operator is obliged to take part in such proceedings as well as to provide all necessary information and all necessary documents to determine the facts of the case. The regulatory authority shall negotiate an amicable solution or communicate its opinion on the case in question to the parties. The procedure of dispute resolution is laid down in the guidelines of the regulatory authority (available on [www.rtr.at](http://www.rtr.at)).

**8. Interval of periodical billing:** The interval of periodical billing shall not exceed three months for usage-bound products and in other cases the interval is determined in accordance with the individual written contract.

**9. Consequences of an incorrect invoice:** In the event that a mistake in an invoice has been determined regarding the supply of a usage-bound product, which could have constituted a detriment to the customer, and in case the correct charge cannot be determined, the customer has to pay a flat-rate compensation which equals the average use of the service by the customer. Objections against an invoice may be raised in writing within 4 weeks starting at the time of delivery of the invoice.

**10. Data protection**

All master data, traffic data, location data and content data according to Section 96 *et seqq.* TKG as well as other personal data, which is collected by or allocated to AT&T Austria has to be treated in accordance with the applicable law on data protection and the TKG. AT&T Austria undertakes to collect, process and transmit such data only for contractual, marketing and market research purposes related to the services of AT&T Austria. Contractual purposes are: conclusion, execution, modification and termination of the contract with the customer, subscriber billing; preparation of subscriber directories, and provision of information to emergency services according to Section 98 TKG. The customer is entitled to withdraw his consent to use the data at any time. AT&T Austria will erase the master data at the latest upon termination of the contractual relationship with the customer. In case

traffic data is required to settle or collect charges, handle complaints or comply with other legal obligations, the traffic data is stored until the end of the period during which the bill may be lawfully challenged or payment pursued. In case of legal proceedings, the data is stored until the final decision is taken. According to Section 103 TKG AT&T Austria has the possibility to create a subscriber directory indicating the first and last name, academic degree, company name, address, email address and internet address of the customer. The customer may request AT&T Austria to not include the customer's data in part or in its entirety.

**11. Emergency number**

AT&T Austria informs about the existence of the uniform European emergency number 112.

**12. Presentation of the calling line identification and prevention of the presentation**

The customer has the possibility to present and to prevent the calling line identification (except emergency calls).

**13. Tariffs**

The one-off, periodical and variable tariffs of the services provided by AT&T Austria and additional service components as well as the beginning and the end of charging of connections and the type of tariffs and possible discounts will be individually agreed upon and tailored to the customer in the individual written contract.