

# General Terms and Conditions for Vodafone Telecommunication Services, Microsoft Office 365, Vodafone Software Services and the Sale of Vodafone Products (GTCs)

The English version of these General Terms and Conditions is for information purposes only.  
The German version is legally binding.

## 1. Contract content

Vodafone GmbH ("Vodafone"; Ferdinand-Braun-Platz 1, 40549 Düsseldorf, with registered office in Düsseldorf, registry court: Düsseldorf District Court, commercial register entry no. HRB 38062), will provide the aforementioned services to the enterprise customer on the basis of these GTCs, the Service and Product Descriptions and the Schedule of Prices (the terms).

A current schedule of prices can be downloaded from [www.vodafone.de](http://www.vodafone.de).

## 2. Scope of services

**2.1** The services provided by Vodafone in accordance with these GTCs, the Service or Product Descriptions, may necessitate the use of certain equipment which the Customer is required to procure (e.g. DSL router). Vodafone provides fixed network and DSL customers with an access line up to the final technical interconnection point on the network side at the customer site. The Customer is required to install in-house cables from this point to the telecommunications connection unit (TAE) on its premises and to install such a TAE unit for the term of the contract free of charge. The TAE must be maintained in working order.

**2.2** When telecommunications services are provided, the maximum transmission rate depends on the hardware used, the available network technology and the technical and geographic infrastructure at the place of use.

**2.3** Vodafone reserves the right to amend these GTCs and the Service or Product Descriptions if such an amendment is necessary  
– due to statutory or regulatory requirements,  
– to ensure network interoperability or  
– to adapt to technical progress, provided that there are no resulting impairments to services used by the Customer or Vodafone GmbH provides an alternative service which is comparable to the replaced service.

Vodafone is required to provide the Customer with six weeks advance written notification of any such amendments. If the changes are to the Customer's detriment, the Customer is entitled to terminate the contract within four weeks of receiving notification of the change at the time when the change becomes effective. Vodafone will inform the Customer of this termination right in the change notification.

**2.4** Vodafone is entitled to temporarily interrupt, restrict or suspend its services if this is necessary for reasons relating to public safety, statutory or regulatory requirements, to maintain network integrity, to uphold data privacy or to implement necessary operational or technical works. Temporary faults and interruptions to Vodafone services may occur as a result of force majeure, which includes strikes, lock-outs and official directives. The same applies when service restrictions occur in third party telecommunication systems which Vodafone uses to fulfil its obligations. Service failures and interruptions which are Vodafone's responsibility will be remedied within 24 hours unless the parties have concluded a Service Level Agreement with deviating provisions.

**2.5** Vodafone's performance obligation is subject to correct and timely deliveries of products and services to Vodafone by its suppliers, provided that Vodafone has, with the necessary diligence, entered into a congruent transaction with the supplier and that Vodafone is not responsible for the incorrect or late delivery. If third party supplies – transmission path, hardware or software upgrades or other technical services, particularly power supplies – are required during the installation or upgrade of Customer connections or for other services, these shall be deemed to be advance performance. Vodafone shall inform the Customer without delay of the non-availability of services and reimburse payments which have been made in respect of unavailable services without delay.

## 3. Remuneration

**3.1** The Customer undertakes to effect all due payments in a timely manner. The rates for connections to services, particularly value-added services provided by third parties via a Vodafone fixed network connection, include the service provider's charge and the Vodafone connection charge. Vodafone is entitled to charge for connections to third party ser-

vices established via Vodafone. These services are billed in accordance with the effective schedule of prices. The schedule of prices is available online at:

<https://www.vodafone.de/business/hilfe-support/serviceerufnummern.html>. An increase in the rates for such services does not entitle the Customer to contract termination.

**3.2** The Customer also undertakes to effect payments for the authorised or unauthorised use of the connection/product by third parties, unless it can prove that it has no responsibility for such use.

**3.3** Objections to invoices must be lodged by the Customer within eight weeks of receipt of the text form invoice at the address stated on the invoice.

**3.4** Invoiced amounts are collected on SEPA direct debit basis as standard procedure. Vodafone will inform the Customer 2 days before the debit transaction at the latest of the amount and date of the debit transaction. Vodafone is entitled to charge an additional processing fee if the Customer declines a direct debit arrangement or if a debit transaction is not honoured by the Customer's bank.

**3.5** The Customer may only offset Vodafone claims against own claims which are undisputed or non-appealable and pertain to the same contractual relationship. Right of retention or a right to withhold performance may only be exercised by the Customer in respect of undisputed or non-appealable counterclaims arising directly from this contractual relationship.

**3.6** If Vodafone procures wholesale services from third party suppliers in order to provide its service and the price or price components for such services are fixed by law or regulation, Vodafone is entitled to adjust basic and usage charges in the event that such prices or price components change in the amount of the change without the Customer having a right of termination.

## 4. Contract term and termination

**4.1** Unless otherwise agreed in specific cases, contracts for Vodafone services have an initial minimum term of 24-months commencing on the date of service provision. Unless terminated with three months' notice to the end of the initial term, the Contract automatically extends by one further year. Notice of termination must always be provided in writing.

**4.2** This in no way affects the right to termination for cause.

**4.3** If, at the time of notice of termination, Customer data is saved in storage space provided to the Customer, the Customer is required to back-up this data on or before the effective termination date.

## 5. Responsibility for content

**5.1** If Vodafone provides the Customer with internet access, transmitted content will not be inspected by Vodafone and, in particular, content will not be checked to ascertain whether it contains malware (e.g. viruses).

**5.2** If Vodafone provides the Customer with data storage space the Customer is responsible for stored content. The Customer undertakes to hold Vodafone harmless against third party claims relating to stored content unless the Customer is not accountable.

**5.3** The Customer undertakes to comply with statutory requirements, particularly duties to provide information under the German Telemedia Act (TMG) in connection with services which it makes available or to which it provides access.

**5.4** If Vodafone provides the Customer with free access to the internet portal [www.vodafone.de](http://www.vodafone.de), Vodafone has no liability for the correctness or completeness of the information on this portal or for third party content. If contracts are entered into for use of the third party services which can be accessed via the Vodafone portal, these contracts are exclusively entered into between the third party provider and the Customer. Vodafone accepts no liability for performance of contractual obligations in contracts entered into between the Customer and a third party.

## 6. Domain names

**6.1** If Vodafone's scope of services extends to the registration of domain names, Vodafone only acts as the agent of the domain provider (e.g. DENIC). All contractual obligations and rights are entered into exclusively by the Customer and the domain provider. These contracts are governed by the domain providers' GTCs and policies, which can be found on the domain providers' websites. The termination of the contract with Vodafone has no impact on the contractual relationship between the Customer and the domain provider.

**6.2** For the term of the domain name registration contract entered into by Vodafone and the Customer, domain registration charges shall be included in Vodafone's billed charges and paid by Vodafone to the domain provider.

## 7. Vodafone's liability

**7.1** Vodafone's liability for damages – irrespective of the legal grounds – is limited to intentional damage or gross negligence on the part of Vodafone, its legal representatives or vicarious agents, and to the culpable breach of material contractual obligations.

**7.2** Vodafone's liability as public telecommunication services provider in cases of culpable breach of material contractual obligations without intent or gross negligence is limited to compensation for typical and foreseeable damages, and in the event of property damage it is limited to a maximum of EUR 25,000.00 per incident. For damages which fall outside the scope of 7.1, liability is limited to typical and foreseeable damages and a maximum of 25% of the net annual contractual revenue. Furthermore, Vodafone's liability under clauses 7.1 and 7.2 for financial damages without intent or gross negligence in any one contract year is limited to 50% of the net annual contractual revenue.

**7.3** A material obligation pursuant to 7.2 is an obligation which is essential to the proper performance of the Agreement, which, if breached, jeopardises the achievement of the object of the contract and which the user may typically expect to be met.

**7.4** Vodafone has liability for data which are lost through gross negligence subject to the provisions of and within the scope of paragraph 7.2 only and to the extent that the Customer has backed up the application data at appropriate intervals and by suitable means so that it can be restored at reasonable cost and effort.

**7.5** Liability under the German Product Liability Act remains unaffected, as do statutory provisions on strict liability.

## 8. Customer's obligations and liability

**8.1** The Customer undertakes to ensure that

- Vodafone is notified without delay of any changes to the personal data that Vodafone has on record;
- Customer code words, passwords or personal identification numbers (PIN) are kept secret and changed without delay by the Customer or Vodafone if there is reason to believe that unauthorised third parties have gained knowledge of them;
- suitable rooms are provided at no charge on the Customer premises for the installation and setup of the Vodafone equipment which is necessary for contractual performance during the term of the contract, including all ancillary services, particularly an adequate power supply, lighting, air-conditioning, as well as any necessary potential equalisation and earthing systems;

**8.2** The Customer undertakes to take all reasonable actions to protect the Vodafone connection and all equipment used to operate the Vodafone connection from use by unauthorised third parties. This particularly includes – if technically feasible – the setup/use of PINs or passwords to protect the connection and hardware against use by unauthorised third parties and compliance with all manufacturer-recommended security precautions to prevent unauthorised use by third parties (particularly third party use of wireless routers, unauthorised establishment of connections on telephone systems via hacking); if the Customer does not take these security precautions, Vodafone is entitled to pass on all costs of

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unauthorised third party use of the services in first 24 hours to the Customer.

**8.3** The Customer undertakes to refrain from misuse of access to services and the services themselves by ensuring that

- the German Vodafone network and other networks are not impaired, modified or damaged;
- no malware, spam, chain letters or other inconveniencing messages are transmitted;
- no statutory provisions or third party rights, in particular protective rights (e.g. copyright or trademark rights), are infringed;
- the services are not used for the establishment of connections which result in the receipt of payments or other consideration from third parties in respect of either the call itself and/or the duration of the call (e.g. advertising hotlines);
- the services are not used to make a computer permanently available as a server or to permanently network or connect sites or telecommunication systems, unless such use is explicitly permitted with the product provided to the customer in the Product/ Service Description;
- circuit switched telecommunication services are only used for manually originated connections via the hardware;
- the contracted services will not be used to establish leased lines, unless the services are explicitly provided for this purpose as per the Product/ Service Description;
- connections are not onwardly routed for the purpose of the commercial provision of telecommunications services;
- internet services are not used to provide commercial services to third parties in order to provide an indefinite number of users or a fixed user group with wireless access to the internet (particularly hotspot services), or to make internet services available to third parties in order that they can provide such services, unless the services are explicitly provided for this purpose as per the Product/Service Description;

**8.4** If the customer fails to comply with 8.2 and 8.3, Vodafone is entitled to take all necessary measures to prevent misuse. If the Customer is responsible for an intentional breach of obligations, it shall pay compensation to Vodafone and Vodafone is entitled to terminate the contract for cause.

## 9. Contract transfer/ transfer to third parties

**9.1** The Customer may only resell Vodafone ser-

vices, or transfer them in return for other benefits, after obtaining the prior written consent of Vodafone.

**9.2** The Customer may only transfer rights and obligations arising from this contract, or the contractual relationship in general, to third parties after obtaining the prior written consent of Vodafone.

**9.3** Third parties for the purposes of 9.1 and 9.2 are deemed to be affiliated enterprises pursuant to section 15 ff. of the German Stock Corporation Act (Aktiengesetz).

## 10. Applications for interim relief

The Customer may apply to the Federal Network Agency for interim relief in the cases specified in section 47a of the German Telecommunications Act.

## 11. Data protection; indemnity

The Vodafone Privacy Policy, which is appended to these GTCs, applies. If Customer employees or other Customer personnel assert claims against Vodafone in connection with the processing of their data (cf. Art. 82 GDPR), the Customer shall hold Vodafone harmless against such claims and the associated reasonable costs of legal defence

at first request if infringement does not fall within Vodafone's sphere of responsibility or the infringing act was due to a specific instruction issued by the Customer. In such cases Vodafone shall inform the Customer without delay of claims which have been asserted and provide the Customer with the opportunity to enter a defence against the claim being asserted to the extent permitted by law. Vodafone shall offer reasonable support to the Customer in a defence against the claim (in particular by way of the provision of information and documents). If Customer employees or other Customer personnel assert claims against Vodafone in connection with the processing of their data by Vodafone (cf. Art. 82 GDPR) Vodafone's liability to recourse is excluded unless the original infringing act fell within Vodafone's sphere of responsibility.

## 12. Sanctions and export control

### The parties undertake

**12.1** to comply with all relevant export control laws, as well as financial and economic sanctions imposed by the European Union, the United States of America, the United Kingdom and the Federal Republic of Germany. Compliance with the sanction-related obligations in 12.1 only applies to the extent that it is permissible to provide guarantees and assurances under applicable anti-boycott laws (particularly the European Union's Blocking Regulation (Council Regulation (EC) No. 2271/96));

**12.2** to refrain from knowingly taking actions which may cause the other party or a group company to contravene relevant sanction and/or export control laws;

**12.3** to support the other party in providing documents and information if that party requests such documents and information in connection with export control and sanctions law; to inform the other party without delay in writing about loss of license/permit or current/potential investigations if they relate to export control and sanction law or if their sanction status changes, e.g. inclusion in a sanction list.

The breach of any obligation set out in (12.1) to (12.3) entitles the other party to terminate the contract without notice for cause.

The breach of any obligation set out in (12.1) to (12.3) entitles the other party to demand compensation for any resulting damages.

## 13. Legal venue

The courts of Düsseldorf have jurisdiction over all legal disputes if the Customer is a public sector corporation, a public authority or a merchant and the contract forms part of the commercial enterprise. Vodafone also may assert claims at the Customer's general legal venue. This does not affect any exclusive legal venue. All legal relationships between Vodafone and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany which apply to legal relationships between domestic parties.

## 14. Supplementary terms on the sale of Vodafone products

**14.1** Retention of title. Vodafone shall retain title to any products it sells until the purchase price has been paid in full.

**14.2** Warranty on sold products: Unless otherwise provided for, the Customer's warranty rights in connection with product defects are the statutory warranty rights. Unless the products sold are consumables, the period of limitation for Customer warranty claims is one year. This does not apply in the case of compensation claims for culpable damage to life, limb or health or for claims in respect of compensation for other damages caused deliberately or by gross negligence. Damage compensation claims for product defects are limited to the scope specified in 7.1 to 7.3. This does not affect section 444 of the German Civil Code (BGB).

Vodafone GmbH, Ferdinand-Braun-Platz 1, 40549 Düsseldorf, registry court: Düsseldorf District Court, HRB 38062