

## Special Terms and Conditions / description of services for service telephone numbers without payout

As of November 2009

### § 1 Object of the contract

1. AID shall offer the customer the realisation of domestic or foreign premium rate numbers (telephone numbers). This includes the operational transfer of the telephone numbers, the termination of agreed routing targets as well as the billing of the value-added services offered by the customer to its users.
2. These Special Terms and Conditions include for example Premium Rate telephone numbers as well as shared cost or National rate telephone numbers, if dividends are guaranteed to the customer. Advertising cost subsidies do not count as dividends in this sense.
3. In case of additional utilisation of the IVR system platforms of AID, the Special Terms and Conditions apply including the Description of services for IVR system platforms.

### § 2 Allocation of telephone numbers

1. As far as is legally permissible AID will apply in its own name for the numbers to the respective allocation authorities of the affected country, or will make use of a foreign partner in doing so. The telephone numbers to be used are allocated to the customer temporarily for the term of the contract (derivative allocation). Alternatively, AID will apply for a number to be allocated directly to the customer (original allocation).
2. If an original allocation of number has already been made to the customer or is to be carried out on the request of the customer, then the customer is obliged to apply for the allocation from the respective authorities on its own responsibility.
3. If telephone numbers of the customer have already been used by other providers, then the new telephone numbers have to be ported to the affected carrier from AID. In order to do this, AID is authorised by the customer to arrange the porting from the previous provider to the new carrier.
4. In its scheduling the customer has to take into account the widely different processing periods of the allocation authorities and the carrier.
5. The customer shall inform AID immediately in writing about returns, cancellations or other alterations regarding a telephone number that has been allocated.
6. If the customer is the original recipient of the telephone number allocation, as per paragraph 2, it is allowed to port it to another supplier at the end of the contract. In this case the customer has to contract AID in writing with the porting and to bear the applicable porting costs. Insofar as it is legal a porting of telephone numbers, which AID applied for as per paragraph 1, is excluded.

7. AID is allowed to withdraw telephone numbers that have been derivatively allocated from the customer, if they are not used. A telephone number counts as not being used if, for two successive billing months:

- their monthly turnover does not exceed €100 net, or
- their monthly call traffic is less than 100 minutes.

AID is allowed to use the affected telephone numbers in any way it wishes. The customer does not have a right to compensation for traffic volume generated after the retraction. AID shall inform the customer at least ten days in advance about the planned retraction and its exact date and time. AID can grant the customer the possibility, for a fee, to maintain unused telephone numbers based on a separate agreement.

### § 3 Termination

1. AID will have the telephone numbers set up by a cooperating foreign carrier and ensures the accessibility of the telephone number within the scope of technical capabilities. AID shall arrange the connection via the signalling channel and the interconnection and maintenance of the channel in use (connection).
2. The directing of incoming call traffic is done automatically via a telephone number transmission in the switching system of the carrier according to a pre-agreed guidance plan. Domestic and foreign target telephone numbers are taken into consideration as routing targets. Flexible traffic direction of the intelligent network is possible depending on the respective carrier; further details can be found in the rate sheets.
3. The customer has to inform AID in writing of the routing targets and alterations to them in time. AID will process confirmed orders quickly and inform the customer about the exact time of the order completion.
4. Communication from and to connections of other carriers of providers of telecommunication services and telecommunication-supported services are only possible, provided they can be agreed in writing with the carriers or providers. The customer has no claim to cancel these agreements.
5. If the customer itself provides the target connection (external target route), then the customer shall ensure that it is the owner of the connection, or has been authorised by the owner, to set up telephone numbers on the stated target connection. The customer has to inform AID immediately of any changes to the target numbers, a change of its TNB or the cancellation of the connection in writing, in order to ensure the utilisation of the connection or prevent misuse.

## Special Terms and Conditions / description of services for service telephone numbers without payout

As of November 2009

### § 4 Billing the services

1. A contract shall be agreed about the performance and technical provision of the value-added services between the customer and the respective caller or the owner of the connection (user). Remuneration claims of the customer which are based on this (provider fee) are billed to the user by its TNB. This invoicing of provider fees as well as the out-of-court and in-court collection of debts from the user is based on the respective contract between the user and TNB.
2. The billing of provider fees to the customer is essentially carried out by AID monthly and is based on the Call-Data Records (CDR), which are sent by the respective carrier to AID.
3. AID has the right to carry out retrospective adjustments and alterations to the monthly bills it has issued, if contrary values are calculated in the final statement and bill of the respective carrier.

### § 5 Foreign currencies and Value Added Tax (VAT)

1. Bills are to be issued in the national currency of the respective country for which the telephone numbers are offered. The respective currency conversion is made at the exchange rate determined by AID.
2. All prices and ratesheets of AID are stated excluding the legally applicable VAT.
3. The zero rate in VAT withholding procedures as per § 52, paragraph 4 of the VAT Implementing Regulation for other services applies. AID is entitled to input tax. If AID fails to deduct the input tax because the services were not performed by the customer either to the user or to AID, then the customer is obliged to refund AID for the invoiced VAT in accordance with § 238 AO, plus applicable interest of 6.5% p.a.

### § 6 Fee for advertising costs

1. If rate sheets contain an explicit agreement then the customer shall receive a fee for advertising costs from AID for the affected telephone number, provided the customer promotes and refers to its activated telephone number mentioning AID in its adverts and publications.
2. AID shall pay the agreed fee for advertising costs to the customer minus the administration fee invoiced, as long as AID has received or can collect this fee from its network operators.
3. The calculation and payment of the fee for advertising costs are taken from the rate sheets.

### § 7 Security deposit

1. AID is permitted to make the provision of the services dependant on the payment of a suitable security deposit. The customer has to pay this security deposit before the services are activated, if it exclusively contracts services from AID according to these special terms and conditions.
2. A security deposit shall not be charged if the customer has contracted other services from AID, where a payment has actually been made and the payments made during the last six months exceed the respective amount to be secured, or the customer has met its payment obligations on time over this period.
3. If it becomes necessary for the customer to provide a security payment at a later date, then AID will immediately point out to the customer, using the current turnover statistics, that it has to provide a security deposit.
4. The customer has to pay the security deposit by transferring the money to the bank account of AID, or by providing a directly-enforceable bond at first request from a large German bank or a bank regulated by public law. If the amount of the security deposit is not sufficient in order to cover the costs invoiced by the customer, then AID can request the immediate submission of a higher security deposit.
5. The payment of the security is due immediately and charged as soon as the overall turnover of the customer no longer permits invoices with payments of provider fees, and the customer has not paid the current costs for the services in spite of them being due. If the customer suspends its value-added service then AID will immediately repay the security deposit after successful final settlement.
6. If the customer does not meet the request of AID to provide a security deposit within two weeks, then AID is authorised to cancel the affected services without notice.

### § 8 Special right of cancellation

AID is entitled to cancel several numbers under adherence to a period of four weeks.