



General Terms and Conditions of Hutchison Drei Austria GmbH

for Telecommunications Services for Wholesale Customers
and related services
(GTC Wholesale).

applies to both newly concluded contracts
and contract renewals
on or after **April 27, 2026**

1. Abbreviations and Terms

- 1.1. "Drei": Hutchison Drei Austria GmbH (Brünner Straße 52, FN 140132b Commercial Register Court: Commercial Court Vienna) as well as vicarious agents and subcontractors commissioned to fulfill Customer Contracts.
- 1.2. "Customer": a natural or legal person who intends to conclude or has concluded a Customer Contract with Drei, for whom the respective Customer Contract is part of the operation of their business (Section 1 KSchG).
- 1.3. "Customer Contract": any contract concluded between Drei and a Customer within the meaning of Section 4.1.1.
- 1.4. "Order": the offer to conclude a Customer Contract by the Customer filling out and legally signing an order form. In practice, the following terms, among others, are used as synonyms for the term "order form": order form, service order, purchase order, application form, or application.
- 1.5. The abbreviation "TK" stands for the term "telecommunications."
- 1.6. "Service" means the telecommunications service described in more detail in the relevant Service Description or Service Information, the provision of which by Drei is the object of the Customer Contract.
- 1.7. "IT/Telecom Equipment" refers to those devices, terminal devices, equipment, and other hardware, including any installed software, that Drei sells to the Customer or otherwise provides to the Customer.
- 1.8. "SIM Card": a chip card that remains the property of Drei and enables the activation and provision of the Services by Drei.
- 1.9. "eSIM Profile": a combination of data and software applications under the exclusive control of Drei that enables the activation and provision of the Services by Drei.
- 1.10. "Setup" refers to the completion of all work necessary for the provision of Services. Once Setup is complete, the Service is provided.
- 1.11. "TKG" refers to the Telecommunications Act 2021, Federal Law Gazette I No. 190/2021, as amended from time to time.
- 1.12. "KSchG" refers to the Consumer Protection Act, Federal Law Gazette 1979/140, as amended from time to time.
- 1.13. "FAGG" refers to the Distance Selling and Off-Premises Transactions Act, Federal Law Gazette I 2014/33, as amended from time to time.
- 1.14. "FMaG" refers to the Federal Act on the Market Surveillance of Radio Equipment, Federal Law Gazette I No. 57/2017, as amended from time to time.
- 1.15. "ASiG" refers to the Alternative Dispute Resolution Act, Federal Law Gazette I No. 105/2015, as amended from time to time.
- 1.16. "GTC Wholesale" refers to Drei's General Terms and Conditions for Wholesale, as amended from time to time.
- 1.17. In all other respects, the meaning of technical terms used is governed by the definitions set forth in the TKG.

2. Contractual Components

- 2.1. Unless otherwise expressly agreed, the terms of the Customer Contract are set forth in the following components of the contract:
 - 2.1.1. Order form,
 - 2.1.2. Fee Provisions (including service fees),
 - 2.1.3. Service Description or Service Information,
 - 2.1.4. Service Level Agreement,
 - 2.1.5. GTC Wholesale, as well as special provisions regarding services and products.
- 2.2. The components of the contract complement one another. In the event of any conflicts, the provisions listed first in the enumeration (Section 2.1) shall take precedence.

3. Conclusion of Contract, Credit Check

- 3.1. The Customer Contract is concluded upon the Customer's Order and acceptance by Drei. The Customer may submit their Order to Drei in writing or electronically.
- 3.2. Drei is entitled to conduct a credit check as a prerequisite for concluding a contract. Customers can find information regarding Drei's procedures in this regard in the Drei Privacy Policy at www.drei.at/datenschutz.
- 3.3. Drei provides its services to Customers on the basis of the applicable Customer Contract and the contractual documents referred to therein.
- 3.4. The GTC Wholesale, Service Descriptions, and Fee Provisions will be sent to Customers upon request and can be viewed online at www.drei.at/agb.
- 3.5. Drei's acceptance of the Customer's Order is effected by:
 - a declaration of acceptance or
 - performance (setup or activation of the service) or
 - installation or
 - shipment of the ordered IT/Telecom Equipment or the ordered goods.
- 3.6. Automated declarations of acceptance by Drei do not require a signature.
- 3.7. Any legally relevant declarations by Drei to the Customer shall be made in writing.
- 3.8. Drei is entitled to refuse the conclusion of the contract requested by the Customer through an order, in particular for the following reasons, which are listed by way of example:
 - 3.8.1. for technical reasons (namely where provision of the requested Service is technically not feasible);
 - 3.8.2. for economic reasons (such as the Customer's lack of creditworthiness; if a contractual relationship with the Customer has previously been terminated by Drei for cause, or if the Customer is in default of payment to Drei under another contractual relationship regarding Drei's services),
 - 3.8.3. for legal reasons (such as lack of legal capacity),
 - 3.8.4. for operational reasons (such as lack of availability), or
 - 3.8.5. if there is an objectively justified suspicion that the Customer would misuse the ordered services.

- 3.9. Drei will notify the customer of any declaration of acceptance or a rejection, including the reasons for the rejection, within a reasonable period of time.
- 3.10. Drei is entitled to request proof of identity from the Customer (e.g., passport or ID card) as well as proof of authority to sign or represent the Customer.

4. Subject Matter of the Contract

- 4.1. GENERAL PROVISIONS:
 - 4.1.1. The subject matter of the contract is the provision of the respective Service by Drei and/or the respective purchase, rental, lease, loan, or other legal transaction.
 - 4.1.2. Drei is entitled to engage vicarious agents and/or subcontractors for the performance and fulfillment of Customer Contracts.
 - 4.1.3. The start of service is the point in time from which Drei actually provides the service to the Customer.
 - 4.1.4. If the cause of any delay in provision lies within the Customer's sphere of influence, the start of Service shall be the activation date specified in the Customer Contract.
 - 4.1.5. Unless otherwise agreed, Drei shall determine where and how the network connection is established.
 - 4.1.6. Drei expressly reserves the right to select the networks used for the provision of its Services.
 - 4.1.7. The Customer may permit third parties to use internet services via WLAN (Wireless Local Area Network) or other technical facilities, provided that such use does not constitute misuse or jeopardise the integrity of the network. Further details are set out in the relevant Service Description. The Customer shall notify Drei in advance and shall ensure that the relevant third party is assigned the same rights and obligations that apply to the Customer under the Customer Contract, including the GTC Wholesale. The Customer shall indemnify and hold Drei harmless against any claims arising from such third-party use.
 - 4.1.8. Any use in breach of the contract is prohibited.
 - 4.1.9. The use of third-party networks is subject to the technical, legal, and/or economic usage restrictions imposed by the respective network operators ("Acceptable Use Policy"). Connections to other network operators are established subject to technical feasibility.
 - 4.1.10. The Customer must comply with all applicable laws governing the transmission, distribution, and display of certain content and assumes sole responsibility toward all parties for compliance with such laws.
 - 4.1.11. Calls to all emergency numbers are free of charge.
 - 4.1.12. Details regarding measures to ensure accessibility for people with disabilities, as well as products and services specifically designed for users with disabilities (including details on how to obtain updated information), can be found in the Service Description but may also be requested from Drei.
- 4.2. SPECIAL PROVISIONS FOR FIXED LINE SERVICES:
 - 4.2.1. TELEPHONY SERVICES (FIXED LINE):
 - 4.2.1.1. The quality of fixed line telephony services complies with ETSI and ITU standards; for VoIP-based services, these comply with the applicable IETF RFC standards. The average availability is at least 99% on an annual average. Further details regarding the scope of the Services offered and the main features of each Service provided, including any minimum service quality levels, can be found in the Service Description.
 - 4.2.1.2. If the Setup of certain fixed line telephony services requires special technical preparations, the Service will generally be activated within 8 weeks of the contract's conclusion. For those telephony services that require a direct connection to the fixed line network operated by Drei, Drei will separately notify the Customer of the expected activation date upon conclusion of the contract.
 - 4.2.1.3. If the provision of certain fixed line telephony services requires the existence of a subscriber line established by Telekom Austria, the Customer is obligated to immediately notify Drei of any termination of their contract with Telekom Austria or any cancellation or change of the phone number. If the Customer fails to do so, they shall owe Drei any fees that may arise following such termination, change, or cancellation of the phone number.
 - 4.2.2. INTERNET SERVICES (FIXED LINE):
 - 4.2.2.1. The quality of the Internet services complies with RFC and IEEE standards. Further details regarding the scope of the services offered and the main features of each service provided, including any minimum service quality levels, can be found in the Service Description.
 - 4.2.2.2. Drei reserves the right, in the event of objectively justified suspicion that the above obligations are not being complied with, to immediately remove content, block access to such content, or—if less severe measures are insufficient—restrict or suspend Internet access. The parties' other contractual obligations remain in full force and effect in such cases.
- 4.3. SPECIAL PROVISIONS REGARDING MOBILE SERVICES:
 - 4.3.1. The availability of mobile services is geographically limited to the reception and transmission area (network coverage) of the mobile network operated by Drei in Austria. The Customer shall inform itself about network coverage at their preferred locations prior to concluding the contract. On Drei's website at www.drei.at, the Customer has the option to check outdoor network coverage by entering specific locations.
 - 4.3.2. The range of mobile services and geographical availability outside of Drei's mobile network depend on the network infrastructure of Drei's national and international roaming partners, as well as on the agreements in place between these roaming partners and Drei.
 - 4.3.3. Drei expressly points out that mobile services rely on the use of radio waves and that the corresponding network coverage information can only represent average predictive values regarding their propagation. Actual reception conditions depend on a variety of factors, some of which are beyond Drei's control (e.g., the structural characteristics of buildings, shadowing by other buildings, or geographical and atmospheric conditions).

- 4.3.4. Temporary, technically caused outages of the Drei network, interference from other networks, or delays in establishing a connection cannot be entirely ruled out. Drei will remedy any interruption or other technical malfunction of which it becomes aware without undue delay.
- 4.3.5. The availability of the Drei services 'Voice Telephony and Mobile Data Services' is at least 97% over the calendar year. Further details regarding the scope of the Services offered and the main features of each Service provided, including any minimum service quality levels, can be found in the Service Description. The availability of other mobile services provided by Drei corresponds to the state of the art. In order to perform maintenance or expansion work necessary for operations, it may be necessary for Drei to temporarily interrupt its Services. Drei will keep such interruptions as short as possible and will endeavor to carry them out at times of day when, based on experience, usage of the Services is lower.
- 4.3.6. To enable the Customer to use the agreed Services, Drei will provide the Customer with the necessary SIM Card(s) or an eSIM Profile. For further details, see Section 8.
- 4.3.7. Drei is entitled to pre-program the offered mobile devices for use on the Drei network (SIM lock). If the Customer owns the device, they may have the device unlocked by Drei for a fee (in accordance with the Fee Provisions).
- 4.3.8. If a hardware budget for the purchase of devices has been agreed upon with the Customer, this budget must be fully utilized by the end of the initially agreed minimum contract term, failing which it will expire. A refund of unused funds from the hardware budget is excluded.
- 4.4. SPECIAL PROVISIONS FOR PURCHASE TRANSACTIONS:
- 4.4.1. All goods sold to Customers, as well as IT/Telecom Equipment in the fixed line sector, remain the property of Drei until the purchase price has been paid in full, provided that a transfer of ownership to the Customer has been agreed upon.
- 4.4.2. If Drei ships goods or IT/Telecom Equipment to the Customer at the Customer's request, the Customer shall bear the costs and risk of shipment unless otherwise agreed.
- 4.5. USE OF SOFTWARE:
- 4.5.1. If Drei provides the Customer with software, the Customer is obligated to comply with the applicable terms of use (scope of rights granted by Drei or third parties) when using the software. These will be made available to the Customer in the original language.
- 4.5.2. When using "public domain" software or "shareware," the Customer must comply with the terms of use or license provisions specified by the respective rights holder for such software.
- 4.5.3. Drei assumes no responsibility for errors, malfunctions, or damage attributable to non-compliance with installation requirements, improper operation, infection with computer viruses, or other abnormal operating conditions in the Customer's sphere (in particular deviations from the installation conditions), as well as damage to data carriers during transport.
- 4.5.4. With regard to use in conjunction with other software, Drei warrants only that its own software functions in conjunction with standard software used by the Customer. In the event of defects related to the use of software, the warranty period is 6 months.
- 4.5.5. Drei is not obligated to provide the Customer with the latest version of a digital service available at the time the contract is concluded, or with updates for digital services and goods containing digital elements.

5. Provision, Installation, and Maintenance of IT/Telecom Equipment or Other Goods

- 5.1. Unless expressly agreed otherwise, IT/Telecom Equipment may be installed, maintained, or dismantled exclusively by Drei; IT/Telecom Equipment is provided to the Customer solely for use and remains the property of Drei.
- 5.2. Information regarding any charges for IT/Telecom Equipment will be provided to the Customer at the conclusion of the contract.
- 5.3. Drei reserves the right to provide the Customer with used IT/Telecom Equipment, as well as to replace IT/Telecom Equipment.
- 5.4. For installation, maintenance, or dismantling, Drei must be granted access to the IT/Telecom Equipment at any time upon reasonable prior notice to the Customer.
- 5.5. The Customer shall bear the costs incurred for work on real estate, buildings, rooms, empty conduits, or cable routes resulting from the proper installation, maintenance, modification, or dismantling of IT/Telecom Equipment.
- 5.6. The Customer shall use the IT/Telecom Equipment with care and only for its intended purpose. The Customer shall maintain it in the condition in which it was provided, taking into account normal wear and tear. The validity of the Customer Contract, including the obligation to pay fees, shall not be affected by any damage to the IT/Telecom Equipment.
- 5.7. Maintenance includes the repair of any faults and/or malfunctions in the IT/Telecom Equipment that arise despite proper use or due to natural wear and tear.
- 5.8. Maintenance does not include the repair of faults and/or malfunctions that have arisen due to
- improper operation,
 - maintenance, disassembly by the Customer or unauthorized third parties,
 - breaches of contract by the Customer,
 - climatic influences, or
 - force majeure.
- 5.9. If goods or IT/Telecom Equipment are not shipped but are instead handed over by a service technician, for example, all risks, in particular the risk of accidental destruction, accidental damage, and loss, shall pass to the Customer upon handover.
- This also applies if the damage or loss is attributable to force majeure. Force majeure includes, in particular, fire, water, and lightning damage.
- 5.10. The contact information for the respective Drei Customer and maintenance service can be found in the Service Descriptions for the individual products or services or at www.drei.at.

- 5.11. The IT/Telecom Equipment provided to the Customer solely for use remains the property of Drei after the termination of the contractual relationship, unless otherwise agreed in the contract. The Customer is obligated, at Drei's discretion, either to return the provided IT/Telecom Equipment to the domestic collection point specified by Drei or, upon termination of the contract, to immediately and at their own expense grant Drei access to the premises where the IT/Telecom Equipment is located, or to properly make it available for pickup upon Drei's request. If the Customer fails to grant access or fails to return the IT/Telecom Equipment, in each case despite the setting of a reasonable deadline of no more than two months, Drei is entitled to bill the Customer for the resulting expenses as well as the value of the unreturned IT/Telecom Equipment, the latter if and to the extent that the IT/Telecom Equipment can no longer be restored or utilized, or after the expiration of the maximum two-month period following the termination of the contractual relationship during which access to the premises where the IT/Telecom Equipment is located was not granted. The right to claim further damages remains unaffected.

6. Customer's Obligations to Cooperate

- 6.1. Throughout the entire term of the Customer Contract, the Customer shall provide, free of charge, the rooms, empty conduits, and/or cable routes required for the installation and operation of IT/Telecom Equipment in a condition suitable for this purpose (particularly with regard to humidity and temperature). The same applies mutatis mutandis to the electrical power required.
- 6.2. The Customer must inform Drei of the location of concealed electrical, gas, and water lines as well as similar facilities on site prior to the commencement of work, failing which the Customer shall be barred from claiming damages, and must ensure a grounding connection.
- 6.3. If the installation, maintenance, operation, or dismantling of IT/Telecom Equipment requires the use of real estate, buildings, or rooms, the Customer shall obtain the necessary consents or approvals from the authorized party(ies) and, upon request, provide written proof thereof to Drei.
- 6.4. The Customer is responsible for obtaining all necessary regulatory approvals for the installation and operation of IT/Telecom Equipment. The Customer may only use approved and appropriately labeled telecommunications equipment that complies with applicable laws and does not interfere with the communication networks of Drei or other providers.
- 6.5. The Customer may only connect terminal equipment to their user interface that complies with applicable laws and is consistent with the interface conditions specified in the service description. In case of doubt, the Customer must obtain Drei's consent in this regard.
- 6.6. The Customer shall have no claims arising from the use of terminal equipment that do not meet the applicable technical requirements and, as a result, prevents the Services from being fully available.
- 6.7. To the extent necessary, the Customer shall cooperate with Drei in the troubleshooting process. In general, both Drei and the Customer undertake to do everything in their power to enable each other to fulfill the Customer Contract and to refrain from any action that could frustrate or jeopardize the performance of the Contract. The Customer shall report malfunctions, defects, or other problems immediately and enable Drei to resolve them.
- 6.8. The Customer is obligated to immediately notify Drei of any risks to the IT/Telecom Equipment and to take measures to prevent or eliminate disruptive influences (in particular external voltages).
- 6.9. The Customer shall inform Drei immediately and in full if claims are made against them, whether in or out of court, arising from the use of the Services covered by this contract. The Customer shall not enter into any settlements in this regard without Drei's consent.
- 6.10. The Customer shall ensure that the owner of any connection to which calls are forwarded consents to such forwarding. Before blocking service for this reason, Drei shall give the Customer the opportunity to resolve the issue.
- 6.11. If, for factual or legal reasons, there is a risk of interference with Drei's property, the Customer is obligated to notify Drei immediately, subject to liability for damages. Otherwise, the Customer shall bear any costs incurred by Drei in asserting its property rights through judicial or extrajudicial means that are necessary and appropriate for the enforcement of its rights.
- 6.12. The Customer shall immediately notify Drei of any changes to their personal data that are essential for the performance of the contract.
- 6.13. Significant changes include
- name,
 - address, billing address, email address
 - bank details
 - Commercial register number or other registration numbers, legal form
 - Service Level Agreement contact details such as maintenance contacts or proactive fault contacts

If the Customer does not inform Drei of a change in their address or physical billing address, legally significant notices from Drei shall be deemed to have been legally received if they were sent to the address or physical billing address last provided by the Customer.

7. Contracts with third parties: Value-added services and other payment options for third-party services

- 7.1. Value-added services are defined as services, such as digital content, that are provided and billed via voice telephony or SMS/MMS using special numbers and go beyond mere communication services, e.g.: directory assistance, adult chat lines, and telephone voting (a precise definition is provided in Section 3(16) of the 2009 Regulation on Communication Parameters, Fees, and Value-Added Services [KommunikationsParameter-, Entgelt- und Mehrwertdiensteverordnung 2009]).

- 7.2. Third-party services include, in addition to value-added services, digital content from third parties that is not delivered via voice calls or SMS/MMS, as well as services provided as part of charitable activities (e.g., donations) or for the purchase of tickets, where payment or billing (in accordance with legal regulations) is also processed through the Drei-bill, such as: ringtones, wallpapers, apps from various online stores (e.g., App Store or Play Store), or content services.
- 7.3. All contracts for value-added services and other services provided by third parties are concluded exclusively between the Customer and the respective third-party provider, unless Drei is expressly designated as a contracting party.
- 7.4. Drei assumes no responsibility for goods and services arising from contracts between the Customer and third parties. In particular, Drei assumes no responsibility in such cases for malicious software (e.g., viruses, Trojans), damage to hardware and software, data loss, or content-related and legal defects.
- 7.5. In most cases, Drei establishes the technical requirements for the conclusion of a contract between the service providers and the Customer. Furthermore, Drei may, on behalf of the third party, collect payments for services used by the Customer.
- 7.6. Drei is entitled to collect payment claims from third-party providers on their behalf and with their consent from the Customer. In the event of a delay in payment regarding third-party providers' claims, Drei is entitled to refuse further use of this payment option for third-party providers with immediate effect. Payments made by the Customer shall, in any case, be applied primarily to existing claims of Drei, unless the Customer expressly objects to this or another allocation is specified. Objections and claims by the Customer regarding payment claims of third-party providers do not pertain to services provided by Drei, but may also be submitted to Drei, from where they will be forwarded to the provider.
- 7.7. The Customer has the option to have value-added services as well as the payment option for third-party provider services blocked via the Drei Service Team hotline. Further information is available at www.drei.at. If the Customer does not arrange for a block, they are liable for the payment claims for which they are responsible arising from the services provided.

8. SIM Card / eSIM Profile – Customer's Duties of Care and Protection

- 8.1. Drei provides the SIM Card to the Customer for the use of its Services; it remains the property of Drei and must be returned upon request by Drei upon termination of the contractual relationship. Drei is entitled at any time to replace the SIM Card with a replacement card or to install technically necessary or product-related changes into the SIM Card via the mobile network. When using an eSIM Profile, the Customer receives a code from Drei to activate their eSIM Profile and thereby use the Services.
- 8.2. The SIM Card or eSIM Profile individually assigned to the Customer also enables the Customer, depending on the selected plan and terminal device, to access certain additional services that go beyond general telecommunications services and are generally provided by third parties (such as, in particular, mobile payments, music streaming, mobile TV streaming, or storage services).
- 8.3. Drei offers these additional services, which the Customer can use at no extra charge, on a non-binding basis until further notice. The Customer has no right to the continued provision of the respective additional services in their current form or for an indefinite period. Drei is entitled to discontinue these additional services at any time without providing a reason.
- 8.4. Drei reserves the right to offer additional services provided for a separate fee under separate terms of use, which specifically govern the costs, scope of services, and cancellation options for such additional services.
- 8.5. The Customer has duties of care and protection regarding the SIM Card and eSIM code, as well as the relevant device. In particular, the Customer must:
- safeguard their SIM Card carefully and protect it from misuse and theft;
 - refrain from disclosing an unused eSIM code to third parties;
 - immediately report any loss or theft to Drei, providing the Customer password; Drei will then arrange for the SIM Card or eSIM Profile to be blocked. Drei will provide the Customer with a new SIM Card or a new eSIM code for the applicable fee (in accordance with the Fee Provisions agreed upon with the Customer and available on Drei's website at www.drei.at/agb). During the time the SIM Card or eSIM Profile are blocked, the Customer remains obligated to pay the usage-independent fees. If the report was made by phone, a corresponding written notification must be submitted immediately, and in the event of theft, a police report must be submitted immediately;
 - secure their SIM Card with a PIN and not share it with third parties;
 - to protect access to their terminal device to the extent technically possible, for example by using a passcode;
 - to set a value-added services block and a mobile payment block when making the SIM Card or an terminal device with an activated eSIM Profile available to minors;
 - protect their SIM Card from damage and improper handling.
- 8.6. In the event of loss or theft, the Customer is liable for the charges incurred for telecommunications services provided by Drei through the use of the SIM Card up to the time the loss or theft is reported in accordance with Section 8.5. The same applies to cases of other misuse by third parties, unless a risk beyond the Customer's control has materialized. For services from other providers, see Section 10.11.
- 8.7. The Customer may not use the SIM Card or eSIM Profile provided to them in switching or transmission systems that route or forward connections from third parties (voice calls or data transmissions) to another third party; in particular, the Customer may not misuse the SIM Card or eSIM Profile to circumvent interconnection traffic using the air interface (SIM box rerouting). In the event of a violation of this provision, the Customer is obligated to pay a lump-sum compensation of €20,000.00 for each USIM card used in breach of the contract. Drei reserves the right to claim further damages.

9. Use of User Data

- 9.1. User data refers to all data identifying the Customer that the Customer must use to access certain Services (e.g., user ID, password, Customer password, Personal Identification Number [PIN], login, etc.).
- 9.1.1. To use certain Services provided by Drei (e.g., detailed information via phone about the Services used, requests to change existing Services), the Customer must identify itself to Drei using the Customer password.
- 9.2. To prevent the misuse of user data, the Customer undertakes in particular to
- 9.2.1. to keep their user data safe, to keep it confidential, and not to disclose it to unauthorized third parties or otherwise make it accessible to them;
- 9.2.2. to notify Drei immediately by telephone of any suspicion of misuse of their user data.
- 9.3. The Customer shall indemnify Drei for any damage culpably caused by the Customer in this context (in particular through failure to comply with any of the aforementioned duties of care).

10. Fees, Billing

- 10.1. ONE-TIME FEE: The Customer owes a one-time fee (activation fee) for the installation of IT/Telecom Equipment and/or the setup or activation of Services.
- 10.2. RECURRING FEES: For the provision of IT/Telecom Equipment and/or the provision of Services, the Customer must pay a recurring fee per billing period (Section 11.1) starting from the commencement of Service. The recurring fee consists of
- 10.2.1. a fixed amount owed per billing period for the provision or setup (base fee) and/or
- 10.2.2. a variable amount, the amount of which depends on the extent to which the Customer uses the Service during the respective billing period (connection fees, fees dependent on the volume of transmitted messages or data, or the like).
- 10.3. In the first billing period (following the conclusion of the contract), the amount of the base fee is prorated based on the number of days remaining in the first billing period from the start of Service.
- 10.4. Billing is performed to the nearest whole cent using standard rounding rules. In the absence of a specific due date on the invoice and unless otherwise agreed in a contract with the Customer, the fees invoiced by Drei are due for payment within 30 days of receipt or, in the case of an electronic invoice, 30 days after the date on which it is accessible under normal circumstances. A payment is deemed to have been made on the day Drei can dispose of it.
- 10.5. Unless otherwise agreed with you for your rate plan, the monthly fees applicable to this rate plan are value-protected as described in this section. The amount therefore depends, as described below, on general price trends in Austria based on the Consumer Price Index (CPI) published by Statistics Austria, which is published both for the respective calendar year ("Annual CPI") and for the respective calendar month ("Monthly CPI"). The starting point for the price protection is the 2020 Annual CPI = 100. On this basis, a comparison is made between the Monthly CPI for the month in which your contract was concluded (as the CPI baseline) and the December CPI of the same calendar year (this comparison does not apply if the contract was concluded in December). For the calendar years following the year in which the contract was concluded, their December CPI is compared with the December CPI of the immediately preceding calendar year (= new CPI base value) (e.g., contract signed in June 2025: comparison of the June 2025 CPI with the December 2025 CPI, then comparison of the December 2025 CPI with the December 2026 CPI, then comparison of the December 2026 CPI with the December 2027 CPI, etc.). If the respective comparison results in an increase or decrease in the monthly CPI of 1% or more as a (positive or negative) fluctuation value, then Drei has the right (= increase) or the obligation (= decrease) to adjust the aforementioned fees in the same proportion.
- In the case of smaller increases or decreases, however, only the comparison of the underlying CPI base value with the December CPI of the calendar year in which this comparison first results in an increase or decrease in the fluctuation value of 1% or more is relevant; in such a case, the immediately preceding paragraph applies accordingly.
- Resulting fee adjustments may only take place in the calendar year following the comparison period, specifically no later than (= fee reduction) or no earlier than (= fee increase) as part of the billing process in April. The December CPI of the calendar year preceding this calendar year shall constitute your new CPI baseline, even if Drei has not exercised any resulting right to a fee increase. To the extent that an obligation on the part of Drei to reduce fees would arise pursuant to the provisions of this Section 10.5, such obligation shall be reduced by the amount by which Drei would have been entitled to a fee increase for the last time pursuant to said provisions without having exercised that right.
- The Customer will be informed of any such fee adjustment, along with the circumstances giving rise to it, in an appropriate manner (e.g., by including a note on the invoice) on the periodically issued invoice for the billing period preceding the fee change.
- 10.6. The Customer shall bear all taxes payable as a result of a Customer Contract entered into with Drei.
- 10.7. Unless expressly agreed otherwise, the Customer may make payment via SEPA direct debit or by bank transfer to the accounts specified on the invoice (in the case of electronic invoicing, however, see Section 10.10). In case of doubt, (partial) payments will be applied to the oldest debt.
- 10.8. If the Customer makes a payment without the original receipt or without reference to the data specified therein, the Customer must pay a processing fee in accordance with the Fee Provisions available at www.drei.at/agb.

- 10.9. If the Customer selects the SEPA direct debit payment method and this cannot be executed for reasons beyond Drei's control (e.g., because there were insufficient funds in the account or the Customer failed to inform Drei of any changes to their bank details), Drei is entitled to switch the payment method for this Customer to bank transfer until further notice. Drei will inform the Customer of this immediately. For each returned direct debit attributable to the Customer, Drei is entitled to charge the Customer any return debit fees incurred by the bank as well as a processing fee in accordance with the Fee Provisions available at www.drei.at/agnb.
- 10.10. Upon entering into the contract, the Customer may choose between electronic or paper invoices. The costs for invoice copies or duplicates are governed by the Fee Provisions. When invoices are sent by email, Drei will send them to the email address provided by the Customer as the electronic billing address. An invoice sent electronically to the most recent email address provided by the Customer is deemed delivered as soon as it is accessible to the Customer under normal circumstances.
- 10.11. The Customer shall take appropriate organizational and technical measures to prevent unauthorized use of the Services provided by Drei. If third parties trigger the telecommunications services made available to the Customer by Drei, the Customer shall be liable for the resulting charges, subject to Section 8.6 regarding misuse by third parties. With regard to services provided by other providers (in particular value-added service providers) that are triggered by third parties, the Customer must pay the resulting charges, provided that the third party's actions were carried out with the Customer's consent or knowledge.

11. Terms of Payment

- 11.1. One-time fees (e.g., activation fee) and the prorated fixed fee for the first billing period will be charged as soon as Drei has provided the Service. Thereafter, fixed monthly fees will be charged in advance (at the beginning of the billing period), and all other fees will be charged after the Service has been provided (at the end of the billing period).
- 11.2. Billing generally takes place at monthly intervals (for exceptions, see Section 11.3). For billing purposes, each Customer is assigned to a specific monthly billing cycle, which does not necessarily correspond to the calendar month (e.g., from the 15th of one month to the 14th of the following month). Once activation is complete, the Customer can view their monthly billing period—at least with regard to mobile services—via the Customer Zone (at www.drei.at).
- 11.3. Drei is entitled to issue a single invoice per billing period for all services rendered if the Customer utilizes various services. If the fee, as calculated in accordance with Section 11.2 for a monthly billing cycle, does not exceed €30.00 (excl. VAT), Drei reserves the right not to issue an invoice for this period and to include this fee in the next invoice in which the total amount of €30 (excl. VAT) is exceeded, although a billing period of 3 months will not be exceeded under any circumstances.

12. Objections to Invoices

- 12.1. Any objections by the Customer to invoices must be submitted in writing to Drei (P.O. Box 333, A-1211 Vienna, Fax: (0800) 303031) within three months of receipt of the invoice. If the Customer does not raise any objections within this period, the invoiced amount shall be deemed accepted. The Customer shall be informed of this consequence in the relevant invoice. This does not preclude a challenge before the courts.
- Upon receipt of a timely objection, Drei will conduct a standardized review process to confirm the accuracy of the disputed claim based on the results or, if necessary, to amend the relevant invoice accordingly. The due date for claims that are found during the review process to have been wrongfully contested by the Customer remains unchanged. Uncontested (partial) invoice amounts must in any case be paid on time.
- 12.2. If Drei determines that the Customer's objections are unfounded, the Customer may, within one year of the initial complaint, initiate an arbitration proceeding (Section 4 ASiG in conjunction with Section 205 TKG) with the regulatory authority (Rundfunk- und Telekom Regulierungs-GmbH, Mariahilfer Straße 77-79, A-1060 Vienna) (see also Section 30.4). Also during an involvement of the regulatory authority, Drei is entitled to demand immediate payment of an amount corresponding to the average of the last three invoice amounts. If it turns out that too much was collected as a result, the difference will be refunded to the Customer, including statutory interest from the date of collection. In the event that no grounds are found for recalculating the disputed amount, Drei will charge the Customer default interest at the statutory rate from the due date specified in the invoice.
- 12.3. If an error is discovered in the billing that may have been to the Customer's disadvantage, and if the correct fee cannot be determined, the Customer shall owe a flat-rate fee for the billing period in question that corresponds to the average extent of use of the telecommunications service, provided that Drei can credibly demonstrate usage of at least this extent (Section 145(5) TKG).
- 12.4. The jurisdiction of the ordinary courts remains unaffected by the above review and conciliation procedures. The Customer must assert any objections in court within six months of receiving the invoice, failing which such claims are barred. The initiation of conciliation proceedings pursuant to Section 30.4 suspends the running of this period for the duration of the conciliation proceedings.

13. Default of Payment

In the event of late payment, the contracting parties shall owe default interest at a rate of 12% per annum. Drei is entitled to have outstanding claims collected by collection agencies/attorneys, or to assign such claims to third parties, in particular attorneys, for this purpose. Subject to the provisions of Section 1333(2) ABGB, the Customer shall owe Drei the necessary and reasonable collection and recovery costs incurred in connection with the collection of due fees, in particular reminder fees and collection fees.

14. Set-off and Retention

The Customer may only set off claims against Drei with counterclaims that have been established by a court or expressly acknowledged in writing by Drei. Statutory rights of retention are excluded to the extent permitted by law.

15. Security

- 15.1. Drei may make the acceptance of an order contingent upon the provision of security or an advance payment in a reasonable amount and may determine the form of the security (e.g., bank guarantee).
- 15.2. If the Customer makes unusually high use of Drei's Services—that is, if the current but not yet due charges reach three times the monthly average amount of the Customer's previous invoices—Drei may restrict the scope of services provided to the Customer (e.g., with regard to value-added or roaming services) and require the Customer to make an advance payment or provide security.
- 15.3. The same provision applies if there are objectively justified doubts regarding the Customer's solvency, particularly because the Customer's financial situation has deteriorated or is at risk of deteriorating.

16. Warranty

- 16.1. Any warranty claims by the Customer are governed by statutory provisions. The warranty period is 6 months. Drei primarily fulfills its warranty obligations by repairing or replacing the defective item. Drei is only obligated to provide warranty to Customers if the defect was reported in writing within a reasonable period of time after delivery. The Customer must prove that a claimed defect already existed at the time of delivery, unless a different allocation of the burden of proof applies due to mandatory statutory provisions.
- 16.2. Warranty claims do not apply if and to the extent that the Customer or a third party maintains or modifies IT/Telecom Equipment or facilities without Drei's written consent and the defect arises as a result.
- 16.3. If Drei takes action on behalf of the Customer regarding alleged defects reported by the Customer, and it turns out that no defect exists or that the Customer is responsible for an existing defect, the Customer must reimburse Drei for the expenses incurred (in accordance with the technician hourly rates attached to the Customer Contract or provided upon request).

17. Liability

- 17.1. Drei is not liable for the content, accuracy, or completeness of data, messages, or information that is received, transmitted, or distributed, or made accessible, through the use of the Services provided by Drei.
- 17.2. Drei operates its Services with care and reliability. Nevertheless, unavoidable interruptions may occur in the course of Drei's service provision due to unavoidable events for which Drei is not responsible, as well as maintenance work necessary for operations. However, Drei endeavors to resolve malfunctions or interruptions as quickly as possible.
- 17.3. Drei is liable for damages only in cases of intent or gross negligence; liability for slight negligence is excluded, except in cases of personal injury. Drei is not liable for consequential damages, lost profits, damages arising from third-party claims, or mere financial losses.
- 17.4. If several Customers are simultaneously harmed by the same event causing the damage, Drei's liability is limited to €50,000 per individual claimant and to €725,000 in total for all claimants; if the actual total damage exceeds the amount of €725,000, the claims for compensation of the individual injured parties shall be reduced proportionally.
- 17.5. Drei is not liable for damages resulting from:
- force majeure (e.g., fire and water damage, direct or indirect lightning strikes),
 - effects caused by devices connected by the Customer,
 - actions of third parties not attributable to Drei,
 - network outages not attributable to Drei,
 - loss, theft, or unauthorized use, or
 - business interruptions that are necessary to perform work essential to operations or to prevent network disruptions, or that are attributable to unavoidable events for which Drei is not responsible.
- 17.6. The Customer is liable to Drei for damages resulting from loss, damage, or letting the IT/Telecom Equipment to third parties.

18. Compliance with Legal Provisions

- 18.1. The Customer is solely responsible for the content of the data, messages, or information provided, distributed, transmitted, received, or made accessible by the Customer. The same applies mutatis mutandis to all persons to whom the Customer enables the use of Services.
- 18.2. There are legal restrictions (Criminal Code [*Strafgesetzbuch*], Pornography Act [*Pornographiegeseztz*], Prohibition Act [*Verbotsgeseztz*], E-Commerce Act [*E-Commerce-Geseztz*], TKG, etc.) regarding the content of data, messages, or information provided, distributed, transmitted, received, or made available, as well as regarding the distribution of messages themselves (Section 174 of the TKG), and the Customer agrees to comply with these restrictions. If the Customer violates legal provisions while using the Services, they shall indemnify and hold Drei harmless in this regard.
- 18.3. If the Customer uses Services to make data available for access by third parties, they may be considered a media owner within the meaning of the Media Act [*Mediengeseztz*]. They shall indemnify Drei against any damages arising from the data they have made available; this applies in particular in connection with media content offenses or third-party claims for compensation under media law.

19. Intellectual Property Rights

- 19.1. All intellectual property rights, in particular copyright and all exploitation rights to the Services and their content derived therefrom, belong to and remain with Drei or any third-party creators (e.g., content providers). The Customer is granted the right to use the Services to the extent specified in the Service Description.
- 19.2. The Customer shall not circumvent any restrictions on use (e.g., copy protection). The Customer acknowledges that failure to comply with usage restrictions and the circumvention of protective mechanisms constitute an infringement of intellectual property rights. The Customer shall indemnify Drei for any resulting damages and hold Drei harmless from any claims by third parties in this regard.
- 19.3. The Drei brand, as well as other brands used by Drei and all associated images, logos, or names, are legally protected for Drei or Drei's group companies. The Customer shall not receive any exploitation rights to these brands.

20. Caller ID

For telephony services, the Customer—except in cases of advertising calls pursuant to Section 174(2) TKG—is entitled to suppress the display of their phone number on the called user's device either permanently or for a single call by activating the corresponding function directly on their own device. Emergency services are entitled to override the suppression of the phone number in all cases. The Customer, even as the called party, is entitled to suppress the display of their phone number to the caller independently and free of charge.

21. Number Portability

- 21.1. Mobile number portability to Drei: The Customer may continue to use their original phone number when switching from another mobile network operator to Drei. During the technical porting process, the line may be temporarily unavailable (for a maximum of one business day). During porting, Drei transfers the main phone number and the voicemail number (as well as—at the Customer's express request and subject to technical feasibility—additional numbers).
- 21.2. Mobile number portability from Drei: The Customer can continue to use their Drei mobile number when switching to another mobile network operator.
- 21.3. If a Customer calls a number that has been ported, Drei may, upon the Customer's express request, inform the Customer of this fact via an automated announcement before the call is connected. If the Customer chooses not to receive the automated announcement, Drei assumes no liability for any additional costs incurred by the Customer as a result of calls to ported numbers.
- 21.4. In the area of fixed line services, the Customer also has the option to port their own phone number, provided that number porting is agreed upon when signing the contract with Drei (or when switching from Drei to a new provider). Termination of the existing contract takes effect upon submission of the form with which the Customer instructs Drei or the new provider to port the number. The porting of fixed line numbers is only possible within the same area code. Further information is contained in the Service Descriptions for the fixed line service.

22. Prohibition of Misuse

- 22.1. The Customer is prohibited from misusing the Services provided by Drei. The following constitutes misuse:
 - 22.1.1. any violation of Section 31 TKG;
 - 22.1.2. the use for mass communication services or the use of interactive voice response or similar systems, mobile gateways, or similar facilities, unless expressly agreed upon;
 - 22.1.3. any use of the Services that results in payments or other consideration from third parties for telecommunications services solely due to the use of the telecommunications services;
 - 22.1.4. use of the Service by anyone other than an end user, or with a usage profile that does not correspond to a private purpose or the business purpose specified in the registration;
 - 22.1.5. the provision or transmission of data for retrieval by third parties that violates legal provisions, in which case Drei is entitled to delete such data immediately and without prior notification to the Customer;
 - 22.1.6. the unauthorized infringement of third-party rights (e.g., third-party copyrights, trademark rights, and design rights, etc.);
 - 22.1.7. the unauthorized disclosure of user data (e.g., Customer ID, password, PIN, etc.) to third parties;
 - 22.1.8. the Customer's careless handling of user data (Section 9) or the Customer's culpable breach of their obligation to maintain the confidentiality of such data;
 - 22.1.9. any exploration of system functions or data not intended for access by Customers, regardless of whether such data is stored on the Company's network facilities or in third-party databases;
 - 22.1.10. any other use not expressly listed here that constitutes misuse according to generally prevailing understanding of the relevant public.
- 22.2. The Customer is liable for all damages caused by the Customer's culpable failure to comply with any of the duties of care set forth in Section 22.1.

23. Suspension of Services

- 23.1. Drei is entitled to suspend Services in whole or in part for the following reasons:
 - 23.1.1. in the event of objectively justified doubt regarding the Customer's creditworthiness, or in the event of, or objectively justified suspicion of, the existence of any of the other grounds entitling Drei to terminate the contract extraordinarily pursuant to Section 26.6,
 - 23.1.2. in the event of loss or theft of the SIM Card or the eSIM code, or in the event of objectively justified suspicion that a third party has gained access to the Customer's personal data, if such data cannot be changed immediately,

- 23.1.3. if the current, but not yet due, charges for the use of communication services exceed three times the monthly average amount of the Customer's previous bills, if the Customer fails to immediately remove disruptive or unauthorized terminal equipment from the network termination point despite a request by Drei (Section 32(1) TKG). If the Customer objects after receiving the request, Drei will not block the service until the regulatory authority has been notified, unless there is an impairment of other users of the network or service or a danger to persons (Section 32(2) TKG in conjunction with Section 24 FMaG). In particular, terminal equipment is considered disruptive if it generates network activities that pose a safety or operational risk to network operations or are harmful or disruptive to third-party users,
- 23.1.5. if this is absolutely necessary to perform technically or operationally necessary work or to eliminate malfunctions.
- 23.2. Once the reason for the suspension no longer applies, Drei will lift the suspension. If the Customer was responsible for the suspension, the Customer shall bear the costs of implementing and lifting the suspension in accordance with the Fee Provisions available at www.drei.at/agb, to the extent necessary and reasonable, and remains obligated to pay the usage-independent fees for the duration of the suspension. If feasible and possible, Drei will inform the Customer of the suspension.
- 23.3. In the area of fixed line services, additional repair costs may arise for the implementation and lifting of a suspension. These costs, as well as any resulting damages, shall be borne by the Customer if the suspension is attributable to the Customer. The amount of the costs depends on the extent of the technical personnel required for the implementation and lifting of the suspension.

24. Contract Changes

- 24.1. A change in the legal situation, as well as court or regulatory orders, may require Drei to modify or even discontinue Services.
- 24.2. The Customer shall have no claims arising from such modification or discontinuation, except where mandatory claims for damages exist in favour of the Customer.
- 24.3. Drei may unilaterally modify or deviate from a Service it is required to provide to the extent that the modification or deviation is reasonable for the Customer, particularly because it is minor and objectively justified.
- 24.4. Drei may also propose in writing amendments to the Customer Contract. Unless the Customer objects in writing within four weeks of receiving the written proposal, the amendments shall be deemed to have been accepted by the Customer; the Customer shall be made aware of this time limit and said legal consequences in the written proposal.
- 24.5. For the agreed value protection, see Section 10.5.

25. Resale/Legal Succession/Obligations

- 25.1. In the event of resale to a third party, the Customer is obligated to transfer the cooperation and secondary obligations provided for in the Customer Contract to the third party. The Customer shall ensure that the third party complies with the cooperation and secondary obligations. The Customer may not raise any objections against Drei based on its legal relationship with the third party.
- 25.2. The full or partial assumption by a third party of the Customer's rights and obligations under the Customer Contract requires the express written consent of Drei. In the event of such assumption, both the previous and the new Customer are jointly and severally liable for the payment obligations incurred up to the date of assumption.

26. Term and Termination of the Contract

- 26.1. Unless otherwise agreed, the contract is concluded for an indefinite period and, unless otherwise agreed, may be terminated in writing by either party with one month's notice to the end of any calendar month. This is without prejudice to any express agreement waiving the right to terminate pursuant to Section 26.2.
- 26.2. If a waiver of termination has been agreed upon for a specific period, ordinary termination by the Customer may only take effect once this period has fully elapsed from the start of the contract.
- 26.3. For any contract extension, the Customer may take advantage of offers from Drei valid at that time by agreeing to a new waiver of termination (Section 26.2), whereby the GTC Wholesale in the version applicable at the time of the new waiver of termination shall apply.
- 26.4. If a minimum contract term must be observed, the following applies in the absence of a different agreement: If the Customer does not give ordinary notice of termination at least 12 weeks before the expiration date, a further commitment period of one year from the expiration of the most recent commitment period shall be deemed agreed upon each time.
- 26.5. For micro-enterprises, small enterprises, or non-profit organizations as defined in Section 4(66) of the TKG, a minimum contract term of 24 months applies.
- 26.6. The Customer Contract may be terminated in writing by either party at any time with immediate effect for cause. Cause entitling Drei to terminate the contract without notice exists in particular in the following cases:
 - 26.6.1. the Customer's default in payment despite a reminder threatening termination and setting a grace period of 14 days;
 - 26.6.2. if the Customer or a third party providing security provided incorrect information regarding the Customer's financial or economic circumstances or concealed circumstances at the time of concluding the Customer Contract, which, had Drei been aware of them, would have prevented Drei from the conclusion of the Customer Contract;
 - 26.6.3. death or legal incapacity of the Customer or, if the Customer is a legal entity, in the event of liquidation;
 - 26.6.4. in the event of abusive, fraudulent, or unlawful use of the Service (Section 18);

- 26.6.5. if the Customer violates contractual provisions intended to ensure the continued functionality of the network or services or to protect the rights of third parties;
- 26.6.6. if Drei requests the Customer to remove disruptive or unauthorized terminal equipment from the network termination point and the Customer fails to comply with this request immediately, despite the impairment of other users of the network or services or a risk to persons;
- 26.6.7. if the Customer fails to fulfill the obligation to provide security or to increase existing security within a reasonable period of time;
- 26.6.8. in the event of objectively justified doubt regarding the Customer's creditworthiness; in particular, because the Customer no longer has a SEPA payment account;
- 26.6.9. in the event of a significant deterioration in the Customer's financial circumstances, in particular in the event of unsuccessful enforcement against the Customer's assets, in the event of the dismissal of an application to open insolvency proceedings or the termination of insolvency proceedings, in each case due to the Customer's lack of assets sufficient to cover costs, as well as in the event of declarations of suspension of payments, if the significant deterioration in the Customer's financial circumstances entails a risk to the fulfillment of the Customer's obligations toward Drei; Section 25a of the Insolvency Code [*Insolvenzordnung*] remains unaffected by this;
- 26.6.10. if Drei is obligated to block service due to contracts with other network operators or at the request of public authorities; Drei will inform the Customer of the reason;
- 26.6.11. serious breach of material contractual obligations.
- 26.7. Drei is entitled to suspend certain services if their provision is impossible or no longer economically reasonable for reasons beyond Drei's control.
- 26.8. Upon termination of the Customer Contract—for whatever reason—the Customer must, at Drei's discretion, either make all IT/Telecom Equipment belonging to Drei available for pickup or return it to the domestic collection point specified by Drei. For the consequences of a breach of this obligation, see Section 5.11.
- 26.9. If the contract is terminated before the end of the minimum contract term by Drei through justified extraordinary termination, the Customer will be charged an amount corresponding to the remaining fees upon termination of the contract. Calculation of the remaining fees: a fixed fee that would have been incurred under a continuing contract for the period between the early termination of the contract and the end of the waiver of termination.
- 26.10. Section 26.6 applies with the proviso that in the event of the initiation of insolvency proceedings against the Customer's assets, Section 25a of the Insolvency Code [*Insolvenzordnung*] remains unaffected.

27. Quality of Services and Security on the Drei Network

- 27.1. All Services are provided by Drei with the utmost care and in accordance with the current state of the art. Drei operates telecommunications solutions that enable the early detection of patterns of attacks on network and information systems and the initiation of appropriate standardized countermeasures. Minimum security measures (including risk management, protection and security of personnel and systems, ensuring software integrity, incident management, continuity management, monitoring and testing of critical components, and a multi-vendor strategy) ensure a rapid response to security incidents. However, Drei does not warrant the suitability of the Services or content for a specific purpose; in particular, they are not suitable for use in protecting life and limb.
- 27.2. To ensure quality and plan our voice and data services, Drei regularly monitors data traffic on its network. Drei uses the information gathered about network status and utilization for capacity planning and to improve the stability and quality of the network. These procedures do not affect the quality of the Services. For more information, visit www.drei.at/de/info/netzwerkplanung.
- 27.3. As part of certain services, the Customer has the option to store data on Drei's servers. Drei operates and maintains the servers in accordance with the current state of the art. For technical reasons, the constant and error-free availability of this data cannot be guaranteed. To prevent any potential data loss, the Customer shall regularly create backup copies of their data and store them at a different location. Upon termination of the contract, Drei is no longer obligated to provide the service and is therefore entitled to delete stored data.
- 27.4. Drei protects the data stored on its servers in accordance with the current state of the art. However, Drei cannot prevent that third parties succeed in unlawfully gaining control of data stored with Drei or from further using such data. Any liability for gross negligence or intentional acts remains unaffected (Section 17).
- 27.5. Drei ensures that the security and integrity of the Drei network comply with the current state of the art and applicable legal regulations and has implemented all necessary technical and organizational measures within the company. For more details, visit www.drei.at/sicherheitsinformationen. In the event of a breach of the security and/or integrity of the Drei network, Drei will immediately notify the regulatory authority and, if necessary, the public, depending on the severity of the breach.
- 27.6. Not all risks typically associated with browsing the Internet—such as viruses, spyware, Trojans, phishing, and hacker attacks—can be prevented by the security measures implemented by Drei (Section 27.5); rather, they depend on the Customer's behavior. The Customer is responsible for implementing appropriate security measures (e.g., appropriate browser settings, antivirus software, firewalls).

28. User Directory

- 28.1. The Customer may be listed free of charge in the electronic user directory maintained by Drei, which is continuously updated and contains the following data: last name, first name(s), academic degree, address, phone number, and, at the Customer's request, their job title. The Customer may review, correct, and have their entry deleted.

- 28.2. The data listed in the Drei user directory appears in the telephone directories of Telekom Austria and Herold Business Data GmbH and is provided by Telekom Austria and Herold Business Data GmbH.

29. Data Protection

Customers can find detailed information on data protection, in particular regarding which personal data must be provided prior to the provision of the Service or collected by Drei in the course of the service, in the Drei Privacy Policy at www.drei.at/datenschutz.

30. Miscellaneous Provisions

- 30.1. If any provision of the GTC Wholesale or the other Customer Contract is void or invalid, a valid provision shall be deemed agreed upon that comes as close as possible in content to the void or invalid provision. The Customer Contract shall remain in full force and effect, unless adherence to the agreement would constitute an unreasonable hardship for one of the contracting parties in light of its partial invalidity.
- 30.2. The place of performance shall be Vienna, and exclusive jurisdiction shall lie with the competent courts in Vienna.
- 30.3. Austrian law, with the exception of its conflict-of-laws provisions and the UN Convention on Contracts for the International Sale of Goods, shall apply to any disputes arising from or in connection with the Customer Contract, including disputes regarding the validity of the Customer Contract itself.
- 30.4. Without prejudice to the jurisdiction of the ordinary courts, both the Customer and Drei may submit disputes and complaints regarding invoices (see Section 12) or the quality of services, claims arising from the universal service, or an alleged violation of the TKG as well as the regulations and decisions issued on the basis thereof by the regulatory authority as conciliation board (Section 205 TKG, Section 4 ASiG), provided that no amicable solution could previously be reached between the Customer and Drei. See also Section 12.1 in this context, according to which an objection to an invoice must be raised in writing within three months of receipt of the invoice, whereupon Drei shall submit a written statement within a reasonable period of time. If received after the objection period has expired, Drei is no longer obligated to respond to the objection. The regulatory authority's conciliation board will attempt to reach an amicable solution or inform the parties of its opinion on the case brought before it. Customers have one year from the date the complaint is filed to submit a request for conciliation to the conciliation board. The procedural form required for this request and further information regarding the process, requirements, and any costs associated with the conciliation proceedings can be found at www.rtr.at/schlichtungsstelle. The initiation of a conciliation proceeding does not affect the obligation to file a timely legal claim in accordance with Section 12.4; however, during a pending conciliation proceeding, the time limit specified therein is suspended.
- 30.5. Please note the existence of the single European emergency number 112. This number provides free access to local emergency services (police, ambulance, fire department) in all member states of the European Union.

As of April 27, 2026
Internet: www.drei.at/agb
Drei Wholesale Service: www.drei.at/de/business/wholesale