



General Terms and Conditions of Hutchison Drei Austria GmbH

for M2M/IoT telecommunications
services and related ancillary services
(GTC M2M/IoT).

Applicable to newly concluded contracts and
contract renewals from 3 March 2022

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1. Preamble and Definitions

Preamble:

M2M/IoT (Machine-to-Machine / Internet of Things) describes the automated communication between technical devices and/or a central control unit with no or only limited human intervention. By interconnecting devices via the mobile network, individual devices/modules or entire systems can communicate with one another and can therefore also be monitored, controlled and maintained.

In this context, Drei provides, on the one hand, pure communications services which the Customer integrates into its own technical solutions and, on the other hand, specific hardware, software and system solutions in cooperation with partners.

1.1 Key terms explained

M2M/IoT: automated communication between technical devices (e.g. alarm systems, vehicles or electricity meters) and/or a central control unit with no or only limited human intervention.

Drei: Hutchison Drei Austria GmbH, operating under the brand name "Drei" in Austria.

Customer: any natural or legal person that has concluded a contract with Drei for the use of the Services. If insolvency proceedings without debtor-in-possession administration are opened over the assets of such person, the insolvency administrator shall be deemed to be the Customer.

Service(s): the services provided by Drei, primarily via mobile communications but also, where applicable, via other technologies (e.g. the internet). Certain Services may enable the Customer to access other networks and third-party services. Third-party services are governed exclusively by the applicable terms and conditions of the relevant third party.

KSchG: Consumer Protection Act, Federal Law Gazette 1979/140 as amended.

TKG: Telecommunications Act, Federal Law Gazette I No. 190/2021 as amended.

FMaG: Federal Act on the Market Surveillance of Radio Equipment, Federal Law Gazette I No. 57/2017 as amended.

SIM Card: a chip card owned by Drei that enables activation and provision of the Services by Drei.

M2M/IoT Service Portal: an electronic customer area enabling the Customer independently to activate and manage individual connections (e.g. SIM cards) under the agreed terms of a framework agreement.

The Contract

2. Contract documents and contractual content

2.1 What services does Drei provide?

Drei provides the Services in accordance with these M2M/IoT GTC, as amended from time to time, and the service-specific provisions exhaustively set out in the service descriptions, tariff information and order forms. These documents are available at Drei retail outlets, will be provided to the Customer upon request and may be accessed online at www.drei.at.

2.2 Can I negotiate individual contract terms?

Employees and representatives of Drei are not authorised to enter into individual agreements with the Customer or to accept deviating terms and conditions of the Customer. In the case of consumers within the meaning of the Consumer Protection Act (KSchG), this restriction shall apply only if Drei has drawn attention to it on the order form and the consumer was aware of the restriction. Informal statements made by employees or representatives of Drei shall be effective only where the relevant person has valid authority or, in the case of a consumer, the consumer was unaware of any lack of such authority.

2.3 What components does my contract with Drei include?

The specific contractual relationship is governed by the Customer's order (service application), the relevant service description, the tariff information (including service charges) and these M2M/IoT GTC. In the event of any inconsistency, the order of precedence shall be the order in which those documents are listed above.

2.4 As an existing Drei customer, can I also use new services?

The Customer may use new services under the terms of its existing contract. Drei reserves the right, however, to make the use of additional services subject to additional terms of use and/or charges. In that case, Drei shall inform the Customer in writing or electronically (e.g. by e-mail or via an existing Drei service) of the new service and the applicable terms and/or charges. By using the new service after having been informed, the Customer shall be deemed to accept the relevant terms and charges.

2.5 Can I transfer my contract to others?

Rights and obligations arising under the Customer contract may be transferred to a third party only with Drei's prior consent.

Discounts, allowances or similar benefits granted to the Customer (e.g. webshop bonuses or credits) may be used only within the contractual relationship for which they were granted. They are neither transferable nor redeemable for cash.

3. Conclusion and commencement of the contract

3.1 How does the contract with Drei come about?

Unless agreed otherwise, the contract between the Customer and Drei is concluded upon the Customer's order (offer) and Drei's acceptance thereof. The Customer's order may be placed in writing, by telephone or electronically.

Individual M2M/IoT connections (e.g. SIM cards) constitute separate contracts. If use of the M2M/IoT Service Portal is agreed, the Customer enters into a framework agreement with Drei setting out the terms applicable to the individual M2M/IoT mobile communications contracts.

The terms agreed in the framework agreement shall apply to all connections activated by the Customer via the Service Portal during the term of the framework agreement.

For the use of the M2M/IoT Service Portal, the Customer receives access credentials (user name and password). The holder of those credentials may use them to change settings, order additional services or terminate services on behalf of the Customer. See also point 13.9 (definition of "M2M/IoT Service Portal").

3.2 How do I confirm my order?

The Customer confirms its order by duly completing and signing the relevant order form (service application).

3.3 In what form does the acceptance of an order by Drei take place?

Drei accepts the order either by performance (delivery and/or activation of the Service), by dispatch of the ordered goods or by issuing a written declaration of acceptance (commencement of the contract).

3.4 What are the time limits for rejection or acceptance of an order?

Drei shall send the Customer either a reasoned rejection or a written declaration of acceptance within 3 Business Days. In the case of distance selling, Drei shall send the Customer either a reasoned rejection or any written declaration of acceptance within the applicable withdrawal period referred to in point 6.2 (14 days).

3.5 How quickly will activation take place?

Activation shall take place within 3 Business Days after submission of the offer. In the case of individually agreed products, activation may take longer in individual cases.

3.6 When is an offer to businesses binding?

Offers made by Drei to entrepreneurs shall be binding only if they are expressly designated as binding, issued in writing and signed by Drei in a legally valid manner.

4. Order rejection

4.1 Can Drei reject a Customer's order?

Drei may reject the Customer's order for the following reasons:

4.1.1 For economic reasons, in particular:

- if there are doubts as to the Customer's creditworthiness;
- if there are doubts as to the Customer's identity;
- if incomplete or incorrect information is provided when placing the order;
- if the Customer does not provide a delivery address or billing address in Austria;
- if a contractual relationship with the Customer has already been terminated by extraordinary termination by Drei; or
- if the Customer is in payment default vis-à-vis Drei under another contractual relationship for Drei Services.

4.1.2 For legal reasons, in particular:

- if the Customer lacks legal capacity;
- if there is reasonable suspicion that the Customer would misuse or fraudulently use Drei Services.

4.1.3 For technical reasons, including cases where provision, activation or continued operation of the requested Services is technically impossible or cannot reasonably be ensured.

5. Credit check, security deposit and performance limitation

5.1 How does Drei carry out a credit check?

Drei is entitled to carry out a credit assessment as a condition for entering into the contract. Information on the relevant procedure is available in the Drei Privacy Policy at www.drei.at/datenschutz.

5.2 What advance payments can Drei demand from an applicant?

Drei may make acceptance of an order conditional upon the provision of reasonable security or an advance payment and may determine the form of such security (e.g. bank guarantee).

5.3 Can Drei limit the agreed scope of services?

If Drei Services are used to an unusually high extent, i.e. if current charges not yet due amount to twice the average monthly amount of the Customer's previous invoices, Drei may limit the scope of the Services provided to the Customer (e.g. roaming services) and require the Customer to make an advance payment or provide security.

The same shall apply if Drei has reasonable doubts as to the Customer's solvency, in particular if the Customer's financial situation has deteriorated or threatens to deteriorate.

6. Right of withdrawal for consumers

6.1 Under what circumstances can I withdraw from the contract?

Customers may withdraw from the contract if they are consumers within the meaning of the Consumer Protection Act and the contract was concluded either as a doorstep sale (Section 3 KSchG) or as a distance contract (Section 11 FAGG), unless an exception under Section 18 FAGG applies (e.g. commencement of performance with the Customer's consent and full performance within the withdrawal period, unsealing of software or audio/video recordings, or delivery of digital content not supplied on a tangible medium where performance began before expiry of the withdrawal period with the Customer's express consent).

6.2 What deadlines must be observed?

In the case of both doorstep sales and distance contracts, the Customer may withdraw within 14 days from conclusion of the contract (or, in the case of sales contracts, from receipt of the goods).

6.3 In what form must the withdrawal from the contract be announced?

Withdrawal may be declared in any form; dispatch within the applicable time limit shall suffice.

6.4 Who bears the costs of the return?

The direct cost of returning the goods shall be borne by the Customer (Section 4 (1) (9) FAGG).

7. Amendments to the Contract

7.1 Under what circumstances can the services agreed with Drei be changed or discontinued?

Changes in the legal framework and court or regulatory orders may oblige Drei to modify or discontinue Services.

7.2 Can the Customer derive any legal consequences from such a contractual amendment?

Except where mandatory claims for damages exist in favour of the Customer, the Customer shall have no claims arising from a modification or discontinuation pursuant to point 7.1.

7.3 How are the general terms and conditions and fee provisions changed?

Any amendment to the General Terms and Conditions or Fee Provisions proposed by Drei shall be announced by publication in an appropriate manner (e.g. in the Official Gazette of the Wiener Zeitung or online at www.drei.at). For amendments that are not exclusively favourable to the Customer, a notice period of three months shall apply. The essential content of such amendments and their effective date shall be communicated to the Customer on a durable medium at least three months before they take effect, for example by inclusion on a periodically issued invoice. In accordance with Section 135(8) TKG, the Customer shall also be informed in that notice of its right to terminate the contract free of charge until the effective date of the amendment and that Drei may request advance payment only if end users who are consumers, micro-enterprises, small enterprises or non-profit organisations within the meaning of Section 4(66) TKG decide to retain any terminal equipment made available to them (Section 135(15) in conjunction with Section 12 TKG). The full text of the amendments shall be provided upon request.

8. Duration and termination of the contractual relationship

8.1 When can the contract be terminated and what deadlines must be observed?

The contract is concluded for an indefinite term and may be terminated by either party in writing subject to 12 (twelve) weeks' notice to the end of any calendar month.

For consumers within the meaning of Section 1 KSchG, either party may terminate the contract in writing by giving one month's notice, such termination taking effect at the end of the following month. Any express agreement on a minimum term or waiver of termination pursuant to point 8.2 shall remain unaffected.

8.2 Can I cancel my contract before the end of the minimum contract period?

If a minimum term or waiver of termination has been agreed for a fixed period (for consumers, a maximum initial minimum term of 24 months), ordinary termination by the Customer can take effect only after that period has fully expired, calculated from the commencement of the contract.

8.3 Effects of termination

From the effective date of termination of a framework agreement, the Customer shall no longer be entitled to order further M2M/IoT Services, but may continue to use services already purchased. Mobile communications services provided under the framework agreement shall terminate automatically no later than 60 months after the termination takes effect. The Customer must take this period into account when entering into contracts with its own end customers.

8.4 Can I renew an existing contract?

The Customer may apply for an extension of its existing contract with effect from expiry of an agreed minimum term or waiver of termination. In doing so, the Customer may avail itself of offers then made available by Drei subject to agreement of a new minimum term or waiver of termination (point 8.2), in which case the GTC in force at that time shall apply.

It is not possible for the Customer to extend the contract via the M2M/IoT Service Portal.

Unless otherwise agreed, the following shall apply to Customers qualifying as entrepreneurs and subject to a minimum term: unless ordinary termination is given at least 12 weeks before expiry of the minimum term, a further minimum term of one year shall automatically be deemed agreed in each case with effect from the end of the then current minimum term.

8.5 Contract, framework agreement

Individual M2M/IoT connections constitute separate contracts. The framework agreement and the individual connections may be subject to different minimum terms. The terms of any individual M2M/IoT mobile communications contracts already concluded shall remain unaffected by termination of the framework agreement. However, any M2M/IoT mobile communications contracts linked under the framework agreement shall end automatically no later than 60 months after the end of the framework agreement, without the need for separate termination. For the consequences of termination of the framework agreement, see also point 8.3.

8.6 Under what circumstances can a contract be terminated with immediate effect?

Either party may terminate the contract at any time for good cause in writing with two weeks' notice. In particular, Drei shall have good cause where:

- 8.6.1 the Customer is in payment default (despite a reminder threatening suspension and granting a grace period of at least 14 days);
- 8.6.2 the Customer provided incorrect information about itself or its financial circumstances when entering into the contract and Drei would not have entered into the contract had it known the correct information;
- 8.6.3 in the event of the death or legal incapacity of the Customer or, if the Customer is a legal entity, in the event of liquidation;
- 8.6.4 the Customer uses the Services abusively, fraudulently or otherwise contrary to contract in breach of clauses 15, 16 or 17.3, or knowingly permits such use by third parties;
- 8.6.5 the Customer breaches contractual provisions intended to maintain the functionality of the network or Services or to protect the rights of third parties;
- 8.6.6 Drei requires the Customer to remove disruptive or unauthorised terminal equipment from the network and the Customer fails to comply immediately despite impairment of the network or Services or danger to persons or property;
- 8.6.7 the Customer fails, within a reasonable period, to comply with a request to provide security or an advance payment pursuant to point 5;
- 8.6.8 there are reasonable doubts as to the Customer's creditworthiness, in particular because the Customer no longer maintains a SEPA payment account;
- 8.6.9 the Customer's financial situation has materially deteriorated, in particular in the event of unsuccessful enforcement against the Customer's assets, rejection of an application to open insolvency proceedings or termination of insolvency proceedings in each case for lack of assets to cover costs, or a declaration of cessation of payments—whether in relation to the Customer itself or any personally liable partner of the Customer; in the case of Customers who are consumers within the meaning of Section 1 KSchG, this point 8.6.9 shall apply only where such material deterioration threatens fulfilment of the Customer's obligations to Drei;
- 8.6.10 Drei is obliged to suspend services under agreements with other network operators or in response to requests by public authorities; Drei shall inform the Customer of the reason for the suspension;
- 8.6.11 there is a serious breach of a material contractual obligation.

- 8.6.12 For Customers who are entrepreneurs within the meaning of Section 1 KSchG, point 8.7 shall apply subject to the proviso
- 8.6.13 that, in the event insolvency proceedings are opened over the Customer's assets, Section 25a of the Austrian Insolvency Code shall remain unaffected.

8.7 What are the effects of an extraordinary termination by Drei?

If the contract is terminated by justified extraordinary termination by Drei before expiry of the minimum contract term, the Customer shall, upon termination, pay a termination amount.
Calculation of the termination amount: the fixed recurring charges that would have accrued for the period between the early termination of the contract and the end of the minimum term/waiver of termination had the contract remained in force. In the event of extraordinary termination of the framework agreement by Drei, all associated M2M/IoT mobile communications contracts shall also end with effect from the same date.

For Customers qualifying as entrepreneurs and having received a discount on recurring fixed charges, Drei shall also be entitled, in the event of extraordinary termination or termination by mutual agreement, to invoice immediately the amount of the discount already granted and the discount that would have accrued until expiry of the minimum term.

Drei Services

What Services do we provide to our Customers?

9. Geographic availability of services

9.1 Where are our services available?

Availability of the Services is geographically limited to the coverage area (network coverage) of the mobile network operated by Drei in Austria. Before concluding the contract, the Customer shall inform itself about network coverage at the locations relevant to it.

On the website of Drei at www.drei.at, the Customer may check outdoor network coverage by entering specific locations.

9.2 Why aren't all services available everywhere?

The range of services available and their geographical availability outside Drei's mobile network depend on the network expansion of Drei's national and international roaming partners and on the agreements between those roaming partners and Drei.

9.3 Why is the reception performance not the same everywhere?

Drei expressly notes that mobile services are based on the use of radio waves and that the corresponding coverage data can represent only average forecast values regarding signal 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, shielding by other buildings, geographical conditions or atmospheric conditions).

Drei shall not be liable for technical compatibility between third-party M2M/IoT applications and Drei's M2M/IoT mobile communications services. Drei does not warrant compatibility of terminal equipment that has not been tested and approved by Drei.

Outside Austria, Drei provides the communications service with the assistance of roaming partners. Network availability and network quality depend on the relevant roaming partner and are outside Drei's sphere of influence.

10. Availability of Services and fault rectification

10.1 What measures does Drei take in the event of technical malfunctions?

Temporary technical outages of Drei's mobile network, interference from other networks or delays in establishing a connection cannot be ruled out entirely. Drei shall remedy any interruption or other technical malfunction without undue delay once it becomes aware of it.

10.2 Are all Drei Services available at all times and in all places?

The annual availability of the Drei services “voice telephony” and “mobile data services” is 97%. The availability of other Drei services corresponds to the state of the art. Further details regarding the scope of the services offered and the essential characteristics of each service, including any minimum service quality levels, are set out in the relevant service description.

For operational maintenance or expansion work, Drei may need temporarily to interrupt its Services. Drei shall keep such interruptions as short as possible and shall endeavour to carry them out at times when the Services are typically used less intensively.

11. Quality of services and security in the Drei network

11.1 How is network quality measured and monitored?

All Services are provided by Drei with due care and in accordance with the state of the art. Drei operates telecommunications solutions that make it possible to identify attacks on network and information systems at an early stage and to initiate appropriate standardised countermeasures. Minimum security measures (including risk management, protection of personnel and systems, safeguarding software integrity, incident management, business continuity management, monitoring and testing of critical components and a multi-vendor strategy) are intended to ensure a rapid response to security incidents. However, Drei does not warrant that the Services or content are suitable for any particular purpose; in particular, they are not designed for use in life-critical applications.

For quality assurance and network planning in relation to voice and data services, traffic measurements are regularly carried out in the Drei network. Drei uses the resulting information on status and capacity utilisation for capacity planning and to improve the stability and quality of the network.

These procedures do not in themselves affect service quality. Further details are available at <https://www.drei.at/de/info/netzwerkplanung>.

11.2 What can I do to keep my data secure?

For certain Services, the Customer may store data on Drei servers. Drei operates and maintains such servers in accordance with the state of the art. Continuous and error-free availability of such data cannot be guaranteed for technical reasons. To avoid data loss, the Customer shall regularly create backup copies of its data and store them separately. Upon termination of the contract, Drei shall no longer be obliged to provide the relevant Service and shall therefore be entitled to delete stored data.

11.3 What measures does Drei take to protect my data?

Drei protects the data stored on its servers in accordance with the state of the art. However, Drei cannot prevent third parties from unlawfully obtaining control of data stored by Drei or continuing to use such data. Any liability for gross negligence or wilful misconduct shall remain unaffected (point 28).

11.4 What security standards apply to the Drei network?

Drei ensures that the security and integrity of the Drei network comply with the current state of the art and the applicable legal requirements and that the necessary technical and organisational measures have been implemented within the company.

Further information is available at www.drei.at/Sicherheitsinformationen. In the event of a breach of security and/or integrity of the Drei network, Drei shall immediately inform the competent regulatory authority and, where necessary, the public, depending on the severity of the incident.

12. Mobile number portability

12.1 Can I retain my mobile number if I switch to Drei?

As voice telephony services are not covered by this M2M/IoT contract, portability of any assigned telephone number is excluded.

13. Are there any specific rules for M2M/IoT?

- 13.1. M2M/IoT mobile communications services provided by Drei may be used only as part of a system solution and not for classic communications services such as SMS and voice telephony or for open internet access, for example via a forwarding solution.
- 13.2. Any breach of point 13.1 shall constitute improper use of the M2M/IoT SIM cards provided and shall entitle Drei to suspend the Services and terminate the contract immediately for good cause in accordance with point 8.6.
- 13.3. If the Customer is subject to regulatory obligations, the Customer shall be solely responsible for compliance therewith. Such obligations include, in particular, number portability for M2M/IoT services, compliance with the Roaming Regulation, compliance with cost-control requirements and the provision of itemised statements.
- 13.4. Drei does not warrant compliance with telecommunications law or regulatory requirements outside Austria in respect of the M2M/IoT SIM cards provided.
- 13.5. If the Customer uses the M2M/IoT SIM cards abroad, it shall comply at all times and in full with the applicable national and international telecommunications laws and with all legal and regulatory obligations. If any claims are asserted against Drei in connection with a breach of such obligations, the Customer shall indemnify and hold Drei harmless.
- 13.6. In the case of roaming, the legal obligations applicable to the Customer in the relevant country concerning data retention and surveillance measures may differ from those applicable to the underlying "guest network operators" in whose networks Drei's M2M/IoT connections roam.
- 13.7. Roaming: pursuant to Article 15 of Regulation (EU) No 531/2012, as amended, the transparency and protection rules for regulated data roaming services do not apply to M2M/IoT services.
The parties agree that this exception to Article 15(2) and (3) of that Regulation applies to the M2M/IoT mobile services covered by the contract.
- 13.8. Where mobile communications services from Drei are used as an intermediate product within an M2M/IoT system solution which the Customer makes available to its own customers, the following shall additionally apply:

In particular, the Customer may not make pure mobile telephony services available to third parties, whether for consideration or free of charge. The Customer is entitled to integrate M2M/IoT mobile communications services provided by Drei into its own product for end customers. The Customer shall thereby process Drei's M2M/IoT mobile communications services into a new service or integrate them into its own product or service. In particular, the Customer shall not provide its end customers with access to the open internet or unrestricted voice telephony services. Furthermore, the Customer shall not act as a reseller of Drei M2M/IoT mobile communications services.

The Customer shall ensure, by appropriate contractual arrangements with its own customers, that the resale of telecommunications services is prohibited.
- 13.9. M2M/IoT Service Portal

If the Customer has agreed, in the service application, to use the M2M/IoT Service Portal, the following provisions shall apply:

For the use of the M2M/IoT Service Portal, the Customer receives access credentials (user name and password). The holder of those credentials may use them to change settings, order additional services or terminate services on behalf of the Customer.

The right of use of the Customer and of users activated by the Customer in the M2M/IoT Service Portal shall end upon termination of the last individual mobile communications contract concluded under a framework agreement or upon termination of the framework agreement; no separate termination is required for the use of the Service Portal.
- 13.10. Traffic data

The data stored in the M2M Service Portal consists primarily of traffic data indicating, among other things, where a given SIM card is located at a certain time. Such data is made available as part of the

M2M Services, is not used for billing purposes and is automatically deleted from the M2M Service Portal after six months. If the Customer requires such data for a longer period, it may store the relevant data on external data carriers within that period. In that case, the Customer shall be solely responsible for the security of the data.

Customer responsibilities

14. SIM card – safekeeping and due-care obligations of the Customer

14.1 Who owns the SIM card?

Drei makes the SIM Card available to the Customer for the purpose of using the Services; title to the SIM Card shall remain with Drei.

Drei shall be entitled at any time to replace the SIM Card with a replacement card or to implement technically necessary or product-related changes to the SIM Card via the mobile network.

14.2 What duties of care does the Customer have in relation to the SIM Card?

The Customer shall exercise due care in relation to the SIM Card and any terminal device into which the SIM Card is inserted. In particular, the Customer shall:

- keep the SIM Card safe and protect it against misuse and theft;
- report the loss or theft of a SIM Card to Drei immediately, stating the customer password; Drei shall then arrange for the SIM Card to be blocked. Drei shall provide the Customer with a replacement SIM Card against payment of the applicable fee (in accordance with the tariff terms agreed with the Customer and available on www.drei.at). During the period of suspension, the Customer shall remain obliged to pay the agreed charges regardless of use. If the report was made by telephone, a corresponding written notice and, in the event of theft, a police report shall be submitted without undue delay;
- protect access to the extent technically possible, for example by means of a lock code;
- protect the SIM Card from harmful influences and improper handling;
- in the event of loss, theft or malfunction, immediately deactivate the affected SIM Card in the M2M/IoT Service Portal and make a 24/7 blocking option available to its own customers;
- keep codes such as passwords, user names and PIN codes secret and safe; if the Customer suspects that unauthorised persons know any such code, it shall change it immediately or instruct Drei immediately to do so. Codes may be stored on a PC, USB stick or CD-ROM only in encrypted form;
- refrain from any misuse, in particular threatening or harassing calls, SMS, MMS or fax messages, and, where possible, prevent such misuse.

If use of the M2M/IoT Service Portal has been agreed, the Customer shall receive access credentials (user name and password). The holder of those credentials may use them to change settings, order additional services or terminate services. Changes to settings may affect the charges payable.

The Customer shall bear any disadvantages if it or other persons misuse the connection, or if Drei suffers disadvantages as a result of improper storage or use for which the Customer is responsible.

14.3 What are the financial consequences for the Customer in the event of misuse by third parties?

In the event of loss or theft, the Customer shall be responsible for all charges arising from telecommunications services provided by Drei through use of the SIM Card up to the time of notification in accordance with point 14.2. The same shall apply in the event of any other misuse by third parties, unless the relevant risk materialised outside the Customer's sphere of control.

For services provided by other providers, see point 21.2.

14.4 What else is the Customer prohibited from doing with the SIM Card? Misuse and consequences

The Customer may not use the SIM Card provided to it in switching or transmission systems that transmit or forward connections from third parties (voice connections or data transmissions) to another third party. In particular, the Customer may not misuse the SIM Card in order to circumvent interconnection traffic via

the air interface (SIM-box rerouting). In the event of a breach of this provision, the Customer shall pay liquidated damages in the amount of EUR 20,000.00 per USIM card used in breach of contract. Drei reserves the right to claim further damages.

15. Use of software by the Customer

15.1 What terms of use must be observed?

If Drei provides software to the Customer, the Customer, as licensee, shall comply with the applicable terms of use (including the scope of rights granted by Drei or third parties) when using such software.

15.2 What are the warranty terms for the use of software?

Drei warrants that software provided by Drei, including interfaces provided by Drei for compatibility with third-party software, can be used as described. However, Drei does not warrant that third-party software is entirely free of defects. Information on compatibility with operating systems and application programs commonly used on the market is set out in the manuals supplied with the software. Drei assumes no liability for software that it has not produced itself and merely makes accessible via a Service.

For business customers, the warranty period for the defects referred to above shall be 6 months and shall be limited to reproducible (continuously repeatable) defects in program functionality.

Drei is not obliged to provide the Customer with the latest version of a digital service available at the time of conclusion of the contract or, in the case of business customers, updates for digital services and goods with digital elements.

16. End devices

16.1 Can all Services offered by Drei be used with all devices?

The Customer may use only terminal equipment that

- a. is lawfully approved; and
- b. does not interfere with the mobile network of Drei or other communications networks.

17. Intellectual property rights

17.1 Who owns the rights to Drei Services and content?

All intellectual property rights, in particular copyright and all related exploitation rights, in the Services and their content shall belong to and remain with Drei or the relevant third-party authors (e.g. content suppliers). The Customer is granted only the right to use the Services to the extent described in the relevant service description.

17.2 What consequences can be expected if the restrictions on use are not observed?

The Customer shall not circumvent any restrictions on use (e.g. copy protection). The Customer acknowledges that any breach of restrictions on use or circumvention of protection mechanisms constitutes an infringement of intellectual property rights. The Customer shall compensate Drei for any resulting damage and shall indemnify and hold Drei harmless against third-party claims in this regard.

17.3 Is Drei a protected trademark?

The Drei trademark and other trademarks used by Drei and all associated images, logos or names are legally protected by Drei or Drei group companies. The Customer is granted no rights of use in respect of such trademarks.

18. Responsible and legally compliant use of the Services by the Customer

18.1 What commitments apply when using Drei Services?

The Customer undertakes to use the Services in accordance with the agreed service descriptions (including any agreed fair use policy) and in compliance with all applicable legal provisions.

18.2 What restrictions apply to the use of Drei Services?

In particular, the Customer shall not use Drei Services:

- 18.2.1 in a manner detrimental to computers, networks or systems of Drei or third parties or otherwise endangering their security or operation. Before any suspension for this reason, Drei shall give the Customer an opportunity to remedy the problem. Section 32 TKG shall remain unaffected where applicable;
- 18.2.2 to transmit content without the consent of the addressee or to create or transmit content without the consent of the persons concerned (e.g. photographed or filmed persons);
- 18.2.3 to transmit or make available content that may be regarded by third parties as obscene, harassing or threatening;
- 18.2.4 to send unsolicited advertising or bulk messages; or
- 18.2.5 with mobile gateways or similar devices unless Drei has expressly consented.

18.3 In which cases do I have a duty to inform Drei?

The Customer shall notify Drei immediately and in full if claims are asserted against it in or out of court as a result of the use of the Services covered by the contract. The Customer shall not enter into any settlement in this regard without Drei's consent.

18.4 What safety measures do I need to take?

Not all risks typically associated with internet use, such as viruses, spyware, trojans, phishing or hacker attacks, can be avoided by the security measures taken by Drei (point 11.4); much depends on the Customer's own conduct. The Customer is responsible for implementing appropriate security measures (e.g. suitable browser settings, anti-virus software and firewalls).

19. Customer identification data

19.1 What is customer identification data?

Customer identification data means the data used by the Customer to identify itself when using the Services, in particular PIN and PUK codes, other numerical codes, log-ins, customer passwords, user IDs and passwords.

19.2 What is a PIN or PUK code?

PIN and PUK codes are numerical codes enabling the Customer exclusively to control the SIM Card or certain Services.

19.3 Why do I need a customer password?

The Customer chooses its customer password at the beginning of the contract. In order to use certain Drei Services (e.g. to obtain detailed information by telephone regarding Services used), the Customer must identify itself to Drei using the customer password.

19.4 What information on the storage of customer identification data must be observed?

The Customer shall store all customer identification data carefully and keep it secret. In particular, it may not make such data accessible to third parties. PIN and PUK codes must not be stored together with the SIM Card or the terminal device, nor be noted thereon.

19.5 What reporting obligations do I have with regard to my customer identification data?

If the Customer suspects that an unauthorised third party has obtained knowledge of its customer identification data, it shall notify Drei immediately and amend the relevant identification data or, if it is unable to do so itself, request such amendment from Drei.

19.6 Are there legal consequences for disregard?

The Customer shall compensate Drei for any damage culpably caused by the Customer, in particular by failure to comply with the duties of care set out above.

20. Changes to customer data and access to declarations

20.1 When do I have to notify Drei of changes to my data?

The Customer shall notify Drei without undue delay of any changes to data relevant to performance of the contract. In particular, this applies to changes in name, address, physical billing address or electronic billing address (i.e. the e-mail address specified as the billing address where invoicing is provided electronically at the Customer's request), e-mail address, bank details, company register number (or other registration number) and legal form of the Customer.

20.2 What happens if I fail to notify changes to my data?

20.2.1 Address and physical billing address

If the Customer fails to notify Drei of a change to its address or physical billing address, legally relevant notices from Drei shall be deemed received if sent to the address most recently notified by the Customer.

20.2.2 Electronic billing address (e-mail address)

If, as agreed, Drei sends legally relevant notices to the e-mail address provided by the Customer as its electronic billing address, such notices shall be deemed received once the Customer can retrieve them under normal circumstances (Section 12 ECG).

Payment Terms

21. Fees and payment terms

21.1 What fees are charged?

Drei shall charge the fees in accordance with the agreed tariff information (including service charges), which is available at Drei retail outlets or online at www.drei.at and will be sent upon request. Charges are stated exclusive of VAT for business customers and inclusive of VAT for consumers.

Any charges for terminal equipment shall be communicated to the Customer when the contract is concluded.

21.2 What applies if third parties use Drei Services?

If third parties initiate telecommunications services provided by Drei to the Customer, the Customer shall be liable for the resulting charges, subject to point 14.3 concerning misuse by third parties.

21.3 When and how are charges invoiced?

One-off charges (e.g. activation fees) and the pro rata recurring fixed charge for the first billing period shall be invoiced as soon as Drei has provided the Service. Recurring monthly fixed charges shall thereafter be invoiced in advance (at the beginning of the billing period), while all other charges shall be invoiced after provision of the relevant Service (at the end of the billing period).

21.3.1 Billing takes place monthly. For billing purposes, each Customer is assigned to a specific monthly billing cycle which may differ from the calendar month (e.g. from the 15th day of one month to the 14th day of the following month). Assignment to a billing cycle occurs upon conclusion of the contract, i.e. when the Customer is activated. Once activated, the Customer may view its monthly billing period in the Drei Customer Zone at www.drei.at. Drei shall inform the Customer of its billing period by e-mail promptly after activation.

21.3.2 Drei shall be entitled to issue one consolidated invoice per billing period for all Services used by the Customer.

21.3.3 If the charges for Services used by the Customer in a billing period do not exceed EUR 10.00 (excluding VAT), Drei reserves the right not to issue an invoice for that billing period and instead to invoice the amount at a later date, provided that the deferral period does not exceed 3 months.

21.4 In what form does Drei transmit invoices to its customers?

The Customer may choose between an electronic invoice and a free paper invoice. Drei sends electronic invoices to the e-mail address designated by the Customer as its electronic billing address. An electronically sent invoice shall be deemed delivered as soon as it can be retrieved by the Customer under normal circumstances. For informational purposes, Drei shall also make each invoice available in the Drei Customer Zone at www.drei.at by providing a retrieval link and shall notify Customers who receive only an electronic invoice of receipt of the invoice by SMS or e-mail.

21.5 What methods of payment apply?

Invoices are payable within 8 days of receipt. The Customer may pay by SEPA direct debit, credit card or bank transfer to the account specified on the invoice. In the absence of clear designation, partial payments shall be applied to the oldest outstanding debt. Drei shall be entitled to make certain Services available only if the Customer uses a specified payment method.

21.5.1 If the Customer does not make payment using the original payment reference or by reference to the details specified therein, discharge of the debt shall occur only once the payment has been allocated to the correct account number; the Customer may be charged an appropriate processing fee.

21.5.2 If the Customer selects SEPA direct debit or credit card payment and the transaction cannot be executed for reasons not attributable to Drei (e.g. insufficient funds or failure by the Customer to notify Drei of a change in bank details), Drei may switch the Customer to payment by bank transfer until further notice. Drei shall inform the Customer accordingly. For each such chargeback, Drei may charge the Customer the chargeback costs incurred by the bank or credit card company plus an appropriate processing fee.

If the Customer chooses SEPA direct debit, Drei shall provide pre-notification of the debit amount in an appropriate form, for example by SMS, no later than five days before the debit is made. Such pre-notification is usually included on the service invoice.

21.5.3 Any additional costs resulting from the selected payment method are set out in the tariff information agreed with the Customer and available on the Drei website at www.drei.at.

21.5.4 If charges for Services used by the Customer exceed EUR 100.00 (excluding VAT) per day, Drei shall be entitled to invoice immediately all charges not yet invoiced.

21.6 Value adjustment

21.6.1 What does value adjustment mean?

Unless agreed otherwise with the Customer, all recurring fixed charges (e.g. basic charge, minimum turnover) are value-adjusted. This means they are linked to general price developments in Austria, based on the consumer price index published by Statistics Austria.

21.6.2 How does value adjustment work at Drei?

If the annual average of the consumer price index ("Annual CPI") published by Statistics Austria changes (or, if no longer published, the officially designated successor index), Drei shall be entitled, in the event of an increase, and obliged, in the event of a decrease, to adjust recurring fixed charges in the form of the basic charge and minimum turnover in the same proportion as the Annual CPI for the last calendar year before the adjustment has changed compared with the Annual CPI for the penultimate calendar year before the adjustment (index base: Annual CPI 2015 = 100).

Changes in the Annual CPI of up to 3% above or below the index base (fluctuation margin) shall not be taken into account. However, once that fluctuation margin is exceeded or fallen below by one or more consecutive changes in the Annual CPI, the full change shall become relevant. The resulting value lying outside the fluctuation margin shall form the basis for any permitted increase in charges or required reduction in charges and shall at the same time become the new index base for future adjustments (and

thus the new reference value for the fluctuation margin).

Any fee increase resulting from this mechanism may take effect only during the period from 1 April to 31 December of the calendar year following the calendar year for which the index base changed; any required reduction in charges shall take effect in the calendar year following the calendar year for which the index base changed. Such adjustment may, or where applicable must, be made for the first time in the calendar year following conclusion (or mutual extension) of the contractual relationship.

To the extent that point 21.6.2 would otherwise oblige Drei to reduce its charges, that obligation shall be reduced to the extent that Drei would previously have been entitled to increase charges under that provision without having exercised that right.

The Customer shall be informed of any such fee adjustment and of the circumstances giving rise to it in an appropriate manner (e.g. by note on the invoice) in the billing period preceding the fee change.

22. Itemised statement

22.1 What information is included in an itemised statement and in what form is it provided?

In accordance with Section 138 TKG and the Ordinance on Itemised Statements, Drei shall provide the Customer with an abbreviated itemised statement online in the Drei Customer Zone at www.drei.at via a retrieval link. Upon separate request, Drei shall provide a paper itemised statement for each billing period free of charge.

If the Customer has agreed to use the M2M/IoT Service Portal, it may independently compile usage statistics on an ongoing basis.

23. Objections to invoices

23.1 How do I dispute an invoice from Drei?

Any objection by the Customer to an invoice 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 raises no objection within that period, the invoiced claim shall be deemed acknowledged. The Customer shall be informed of this consequence on the relevant invoice. This shall not prejudice any judicial challenge.

23.2 What happens if I dispute an invoice?

Following a timely objection, Drei shall carry out a standardised review procedure in order to confirm the correctness of the disputed claim on the basis of the review results or, where necessary, amend the relevant invoice accordingly. The due date of amounts that prove to have been wrongly disputed by the Customer shall remain unchanged. In any event, undisputed invoice amounts (including undisputed partial amounts) must be paid on time.

23.3 What further steps can I take to dispute an invoice?

If, in Drei's view, the Customer's objections are unfounded, the Customer may, within one year of the initial complaint, initiate conciliation proceedings (Section 4 ASStG in conjunction with Section 205 TKG) before the regulatory authority (Rundfunk- und Telekom Regulierungs-GmbH, Mariahilfer Straße 77-79, A-1060 Vienna). If the regulatory authority is seized of the matter, Drei shall also be entitled to demand immediate payment of an amount corresponding to the average of the last three invoice amounts. If it turns out that an excessive amount has been collected, the difference shall be refunded to the Customer together with statutory interest from the date of collection. If no grounds are found for recalculation of the disputed amount, the Customer shall owe default interest at the statutory rate from the due date stated on the invoice.

23.4 What applies if the correct charge cannot be determined?

If an invoicing error is found to the detriment of the Customer and the correct charge cannot be determined, the Customer shall owe a flat-rate amount for the relevant billing period corresponding to the average extent of use of the telecommunications service, provided that Drei can credibly demonstrate usage at least to that extent (Section 145(5) TKG).

23.5 Which courts have jurisdiction and what time limits apply?

The jurisdiction of the ordinary courts shall remain unaffected by the above review and dispute resolution procedures. If the Customer does not raise an objection within three months of receipt of the invoice, the invoice shall be deemed acknowledged as correct; however, such acknowledgment shall not preclude judicial challenge. The Customer must assert its objections in court within six months of receipt of the invoice, failing which such objections shall be time-barred.

24. Late payment and debt collection

24.1 What is the interest on arrears in the event of late payment?

In the event of late payment, the contracting parties shall owe default interest at the rate of 7% p.a. above the ECB base rate, but at least 10% p.a.

24.2 How does Drei deal with outstanding claims?

Drei shall be entitled to instruct collection agencies/lawyers to collect outstanding claims or to assign such claims to them for that purpose.

24.3 What dunning and collection fees can be incurred?

Subject to Section 1333(2) ABGB, the Customer shall reimburse the necessary and reasonable costs incurred in connection with reminders and collection of overdue charges, including reminder fees and collection costs.

25. Right of set-off and retention rights of the Customer

25.1 Consumers

A consumer may set off counterclaims against claims of Drei if such counterclaims are legally connected with the consumer's liability to Drei, have been established by a court or have been acknowledged by Drei. Section 6(1)(8) KSchG, pursuant to which the consumer's right of set-off may not be excluded or restricted in the event of the entrepreneur's insolvency or in respect of counterclaims that are legally connected or acknowledged, shall remain unaffected.

25.2 Entrepreneurs

An entrepreneur may set off counterclaims against claims of Drei only if such counterclaims have been established by a court or expressly acknowledged by Drei in writing. Statutory rights of retention are excluded.

26. Blocking of services

If use of the M2M/IoT Service Portal has been agreed, the Customer shall immediately suspend the relevant M2M/IoT Services in the M2M/IoT Service Portal in the event of misuse. Misuse includes, in particular, use contrary to the specific M2M/IoT rules set out in point 13.

26.1 For what reasons can Drei block its services?

Drei shall be entitled to suspend Services in whole or in part for the following reasons:

- 26.1.1 if any ground for extraordinary termination exists (point 8.6) or Drei reasonably suspects that such a ground exists;
- 26.1.2 in the event of loss or theft of the SIM Card or suspicion that a third party has become aware of the Customer's customer identification data, if such data cannot be changed immediately;
- 26.1.3 if current but not yet due charges for communications services exceed twice the average monthly amount of the Customer's previous invoices.

26.2 When will the suspension of Drei Services be lifted?

Once the reason for the suspension no longer applies, Drei shall lift the suspension at the Customer's request. If the Customer was responsible for the suspension, the Customer shall bear the costs of imposing and lifting it and shall remain obliged to pay the agreed charges regardless of use while the suspension is in effect. Where feasible and possible, Drei shall inform the Customer of the suspension.

27. Data protection

Detailed information on data protection, in particular regarding which personal data must be provided before the Service is supplied or is collected by Drei in that context, is available in the Drei Privacy Policy at www.drei.at/datenschutz.

28. Liability

28.1 In which cases is Drei liable?

In the case of slight negligence, Drei shall not be liable to entrepreneurs. Drei shall remain liable to consumers for slight negligence.

28.2 What applies to liability to companies?

Liability to entrepreneurs shall, except in cases of personal injury, be limited to EUR 50,000.00 per claim. Drei shall not be liable to entrepreneurs for consequential loss, loss of profit, damages arising from third-party claims or pure financial loss.

28.3 How high is the liability?

If several customers suffer damage simultaneously as a result of the same damaging event, Drei's liability shall be limited to EUR 50,000.00 in respect of each individual injured party and to EUR 725,000.00 in aggregate in respect of all injured parties. If the actual total damage exceeds EUR 725,000.00, the individual compensation claims shall be reduced proportionately. This limitation shall not apply to consumers or to liability for personal injury.

28.4 Is Drei also liable for damage due to force majeure?

Drei shall not be liable for damage caused by force majeure (e.g. fire, water damage or lightning), by the effects of terminal equipment used by the Customer or by interruptions required for maintenance work or to prevent or remedy network faults. Liability for intent and gross negligence shall remain unaffected.

28.5 What other rules on liability must be observed?

Any liability of Drei or Drei's suppliers to the Customer in respect of the content, accuracy or completeness of data, messages, address, routing or other information made available within the scope of Drei Services shall be subject to the limitations set out in Section 28 of these GTC, without prejudice to liability for intent and gross negligence. The Customer shall not derive any legal claims against Drei or Drei's suppliers merely from use of such information.

29. Emergency calls

29.1 Which emergency calls can be reached free of charge?

The single European emergency number 112 is available free of charge, as are all Austrian emergency numbers in accordance with § 18 KEM-V.

For tariffs without an integrated voice service, and where the voice service has been deactivated in the M2M/IoT Service Portal, calls to emergency services are not possible.

30. Applicable Law, Jurisdiction and Dispute Resolution

30.1 What is the place of jurisdiction?

Place of performance and exclusive place of jurisdiction shall be Vienna. For actions against consumers, however, Section 14 KSchG shall apply; accordingly, the competent court shall be the court of the consumer's domicile, habitual residence or place of employment, provided this is in Austria.

30.2 What other bodies can I complain to and what time limits apply?

Without prejudice to the jurisdiction of the ordinary courts, the Customer may submit disputes and complaints relating to invoices (see point 23 of the M2M/IoT GTC), the quality of Services, claims arising from the universal service or alleged violations of the Telecommunications Act and of ordinances and administrative decisions issued on its basis to the regulatory authority as conciliation body (Section 205 TKG, Section 4 AStG), provided that no amicable solution could first be reached between the Customer and Drei. Pursuant to point 23.1 of the M2M/IoT GTC, an objection must be lodged in writing within three months of receipt of the invoice. After expiry of that period, Drei is no longer obliged to respond to the objection. The conciliation body of the regulatory authority shall endeavour to bring about an amicable settlement or to communicate its legal view of the matter. Customers have one year from submission of the complaint to file an application for conciliation with the conciliation body. The form required for such application and further information on the procedure, requirements and any costs of the conciliation proceedings are available at www.rtr.at/schlichtungsstelle.

30.3 What law applies to my contractual relationship with Drei?

The contractual relationship, including any disputes concerning its formation, shall be governed by Austrian law, excluding its conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods.

30.4 Drei Service Lines

Drei General Information Line	Phone: 11 88 33	
Drei Service Team	Phone: 0660 30 30 30	Fax: 0660 30 30 31
Drei Technology Hotline	Phone: 0660 30 30 40	
Drei Small Business Team	Phone: 0660 30 30 80	Fax: 0660 30 30 81
EU Roaming Hotline	Phone: +43 660 30 30 36	

These M2M/IoT GTC were last notified to Rundfunk und Telekom Regulierungs-GmbH on 3 March 2022.

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E-mail: serviceteam@drei.at
Web: www.drei.at

Commercial Court
Vienna FN 140132b
UID ATU 41029105