

General Terms and Conditions of Telequest & Internet Solutions GmbH

as of April 2004

1 General – scope of contract

- 1.1 The General Terms and Conditions presented here are applicable to all agreements and services that Telequest & Internet Solutions GmbH (hereinafter referred to as Telequest) concludes with its customer. They also apply to future orders, even if no specific reference is made to them. The customer's own general terms and conditions are not applicable, even if Telequest does not expressly contradict them.
- 1.2 These General Terms and Conditions contain the entire basis of the agreement between the contractual parties and replace all previous agreements made orally or in writing.
- 1.3 The business field of Telequest covers the national and international switching of diverse (service) telephone numbers, voting and/or drop charge numbers and premium rate SMS, together with consultation in the areas of telecommunications, audiotex applications and micropayment solutions.
- 1.4 Telequest provides its services in accordance with statutory and regulatory provisions. All agreements in the contract, in the order confirmation of the quotation, or in the order form submitted by the customer (Telequest service telephone number order), are based on these General Terms and Conditions. The currently valid version of the codes of conduct of the corresponding countries, together with any possible appendices and supplementary agreements, also form part of the agreement with the customer.
- 1.5 The contracting parties are aware of the complex nature of telecommunications and take account of the possible problems that may arise from data transmission and data processing. The same is to borne in mind in lieu of possible defaults and damages.
- 1.6 Telequest may provide its services using its own technology, together with transmission paths and technical equipment belonging to a third party. The customer is aware of this. Telequest is entitled to change the technical equipment forming the basis of the services, and to make use of other vicarious agents, provided that the quality of service provided to the customer will not, as a result, be considerably deteriorated, and that no additional hardships arise over and above a reasonable extent.
- 1.7 All agreements must be drawn up in writing.
- 1.8 In principle, all quotations are subject to confirmation.
- 1.9 The customer accepts these General Terms and Conditions and agrees to their content with the issue of the signed contract, the order confirmation, or the order form.

2 Contract conclusion

- 2.1 For a valid contract, Telequest must be informed of the following customer data: Correct name or company as per the company register, company register number, legal status, business address, invoice address, tax number, sales tax identification number and/or VAT number, and bank details (name of bank, IBAN, SWIFT);
- 2.2 The contract comes into effect when the customer has filled in and signed one of the following documents and sent it to Telequest:
 - contract
 - order confirmation
 - order form

In addition, acceptance by Telequest, who is at liberty to confirm these orders in writing, is required. The contract also comes into effect when Telequest has activated the service.

Telequest has the right to decline an order without stating its reasons.

3 Term of contract

The contract is binding for a period of three months. If the contract is not terminated within this length of time, with one month's notice from the month's end, it shall be extended indefinitely.

4 Porting

If the customer is already using (service) telephone numbers of another provider or network operator before the contract with Telequest is concluded, these numbers can be ported to Telequest. The essential requirement for this is that the process is technically and practically possible.

4.1 Porting by the customer

The customer places the appropriate porting order with his previous provider or network operator.

4.2 Porting by Telequest

On request, Telequest may carry out the porting on behalf of the customer. The customer must grant Telequest suitable authority for this.

5 Service restrictions by Telequest

Essential repair and maintenance work may result in restrictions to the scope of service for limited periods of time. Wherever possible, Telequest will inform its customers in good time of the nature and extent of the restriction. The statutory rights and obligations of the customer remain unaffected by this. In the following cases, Telequest is at liberty to take the following actions:

5.1 Suspension and barring of (service) telephone numbers will occur:

- a) If the customer has not complied with the regulatory provisions and legal requirements;
- b) If, despite being requested to do so, the customer has not eliminated an interference factor that lies in his area of responsibility;
- c) If Telequest terminates the contract without notice;
- d) If unforeseen circumstances puts the equipment of Telequest and/or its vicarious agent at risk, or is a threat to public safety;
- e) If Telequest or its vicarious agent carries out necessary work on the technical equipment that is not possible without interruption to the service;
- f) If Telequest is obliged to stop the provision of the (service) telephone numbers because of an official or judicial order;
- g) If the customer falls behind with his payments;
- h) If insolvency proceedings are instituted against the customer's assets, or if this is dismissed in the absence of assets;

5.2 Withdrawal of (service) telephone numbers

If the allocated telephone number is not used by the customer within three months of activation, Telequest has the right to withdraw it from the customer, provided that a 14-day notice period is observed.

6 Rights and obligations of Telequest

6.1 (Service) telephone number routing (geographical termination number)

- As far as it is technically and operationally possible, incoming calls to the customer's (service) telephone numbers are routed via Telequest to the (service) telephone numbers to be advised by the customer in writing. The prices for the switching and the operation of the service arise from the contract (or the order form).
- 6.2 Issue of the (service) telephone number
The telephone number is issued by Telequest, who shall be obliged to comply with the currently relevant national or international legal and official guidelines.
- 6.3 New (service) telephone numbers – routing changes
On the customer's request, additional (service) telephone numbers can be activated during the contract period, and routing changes can be implemented. The essential requirement for this is that it is technically and practically possible for Telequest, the network operator, or the provider commissioned by Telequest. Routing changes may be requested in writing. Orders for new (service) telephone numbers must be placed using Telequest's original order form.
- 6.4 Misuse of the (service) telephone numbers
Telequest checks each case of misuse in connection with the service telephone numbers that it has passed on. The reasons for this, amongst others, may be:
- a clearly ascertainable increase in the number and duration of the generated calls
 - individual calls of a long duration
 - when there is a suspicion that the customer or his employee is in contact with the caller.
- 6.5 Complaints from end customers
In principle, end customer appeals are forwarded to the customer, in compliance with data protection provisions. At the request of the customer, and if necessary, Telequest can take over the handling of the matter and will charge € 100-- per hour for the work involved, if another solution is not agreed upon with the customer.
- 7 Rights and obligations of the customer
- 7.1 The customer is obliged to comply, without exception, with the statutory and regulatory provisions and the country-specific codes of conduct for his services that are connected with the service provided by Telequest.
- 7.2 In principle, the customer himself must seek the necessary information concerning the provisions in the individual countries.
- 7.3 Telequest only facilitates access to the customer's services via (service) telephone numbers, and is not responsible for the content of these services. The customer must also convey this point to his own customers.
- 7.4 Description of the service
The service provided must be described in detail on the order form. Telequest must be notified in writing of any modification or supplement to the contract. This notification becomes part of the contract. The customer may also be requested to present, in writing, documents relating to services that take place via (service) telephone numbers of Telequest.
- 7.5 The services of Telequest are only to be used by the customer within the bounds of his business operation, and he must refrain from any misuse of the services.
- 7.6 The customer must ensure that the service provided to him by Telequest is not be misused by any third party.
- 7.7 The customer must state the anticipated traffic (peak and off-peak times) at the time of order. If particular peak times are to be anticipated during the contract period, the customer must inform Telequest about them in good time, as otherwise this may result in the non-delivery of individual calls.
- 7.8 Obligation of confidentiality
- 7.8.1 The customer and his employees are obliged to maintain the strictest confidentiality with regard to all information concerning this business relationship. This also applies after the completion of the business relationship.
- 7.8.2 Telequest can provide the customer with an online account. The customer must not disclose the associated access code to unauthorised persons. This also applies to test numbers, as well as the geographical termination numbers of the (service) telephone numbers allocated to the customer.
- 7.8.3 Should there be grounds for assuming that a third party has knowledge of the numbers referred to above, the customer is obliged to change these numbers immediately and to notify Telequest of this.
- 7.9 Duty of disclosure
- 7.9.1 Fault report
The customer must, without delay, notify Telequest of any faults in the area of the (service) telephone numbers (fault report).
- 7.9.2 Data amendment
Telequest must be notified without delay and in writing of any change to the customer's telephone number, name, company, legal status, business headquarters, invoice address, or bank details.
- 7.9.3 Proceedings in court or appearance before the authorities
Telequest must be notified immediately, and in writing, if the customer is threatened by proceedings in court, or by an appearance before the authorities, where these actions are connected with the services provided by Telequest, or if these actions may result in consequences for Telequest. This also applies primarily to the institution of bankruptcy or compensation proceedings.
- 7.10 Uncovering of misuse
If Telequest carries out an investigation into a possible misuse of the (service) telephone numbers and services it provides, the customer is obliged to give active support by, amongst other things, handing over documents and information.
- 7.10 Access authorisation
By arrangement, the customer will grant Telequest, and/or its vicarious agents, access to its company premises at reasonable times, in the event that service provision or repair technical equipment is required.
- 8 Warranty
- 8.1 Telequest undertakes to provide the full statutory warranty for its area of services.
- 8.2 The availability and quality of the services provided by a third party are not in the area of services of Telequest.
- 8.3 The customer must check the accessibility of the telephone numbers from all networks (mobile and fixed networks) of a particular country. This is not considered as part of the warranty area of Telequest.
- 9 Liability
- 9.1 Liability of Telequest
- 9.1.1 In principle, Telequest is only liable in cases of intent or gross negligence.
- 9.1.2 Liability for damages is accepted up to the equivalent amount of the related service, the maximum amount of compensation, notwithstanding, is € 35,000--. If several persons have incurred damages, the maximum amount must be divided according to their shares.
- 9.1.3 No liability can be accepted:
- a) for indirect and consequential damages, in so far as statutory provisions permit;
 - b) for damages that the customer could have prevented;
 - c) in cases of Acts of God or unforeseeable events;
 - d) with operationally necessary modifications or interruptions (Telequest will notify its customers of the interruption in good time, if it is technically and practically possible);
 - e) for complaints and appeals by end customers concerning the contents of a service, in such cases the customer must completely indemnify Telequest against any complaint or disadvantage;

- f) for service breakdowns of Telequest that have occurred as a result of an error on transmission paths or technical equipment of a third party;
- 9.1.4 Where damages are incurred due to poor availability or quality of the technical equipment and the transmission paths, Telequest can transfer possible claims for damages against the third party to the customer.
- 9.1.5 The aforementioned disclaimer and limitations of liability also apply to Telequest's employees and representatives.
- 9.2 Liability of the customer
- 9.2.1 If calls are forwarded to a connection other than the one agreed in the contract without prior consent of the current owner, Telequest may hold the customer liable for any damage thereby occurred.
- 9.2.2 The customer is liable for all costs, expenditures and damages that may arise as a consequence of an unauthorised access to the services he handles via the (service) telephone numbers of Telequest, or which result from a misuse or illegal use of (service) telephone numbers of Telequest.
- 9.2.3 If the customer infringes a provision of these General Terms and Conditions, Telequest accepts no liability for any damage thereby occurred.
- 10 Charges and terms of payment
- 10.1 In principle, charges to be paid by the customer and billing conditions arise from the appropriate agreements and/or the quotation given to him.
- 10.2 Telequest reserves the right to adjust prices and fees in line with the market situation.
- 10.3 Payment of all charges to the customers takes place at the same extent to which Telequest receives these charges from the network operator or a third party. Telequest can accept no liability for collectibility and payment of the charges – the customer bears the risk of any shortfall.
- 10.4 Telequest reserves the right to pass on the full amount of any shortfall caused by complaints or end customer complaints to the customer. If it cannot be set off against an existing credit, the customer must transfer the outstanding amount into a bank account nominated by Telequest within seven days of the request for payment. If necessary, Telequest will make the appropriate documentation available to the customer, in compliance with the data protection acts.
- 10.5 If network operators or providers make reclaims against Telequest, Telequest reserves the right to pass them on to the customer. After calculation of the amount to be repaid, Telequest will inform the customer about this outstanding amount, and the method of payment. If the amount to be repaid cannot be set off against an existing credit, the customer must transfer the outstanding amount into a bank account nominated by Telequest within seven days of the request for payment.
- 10.6 Telequest is entitled to set off, against the credits, all amounts due that the customer owes Telequest for payment from this agreement.
- 10.7 The charges in the bill are based on the network operators' or providers' data delivered to Telequest (minutes, calls) and the prices agreed upon with the customer. Billing is effected in the currency of the particular country along with a statement of the exchange rate applied. Bank transfers in foreign currency are passed on in accordance with currency fluctuations.
- 10.8 The bill is prepared by Telequest on a monthly basis.
- 10.9 Credit transfers take place in accordance with the quotation.
- 10.10 Claims against the customer are due, and payable promptly without deduction, on receipt of the invoice. In the event that the customer is in default of payment, Telequest will charge a default interest rate of 5 % above the current base rate of the European Central Bank. Additional costs and expenses as a result of the default will be charged to the customer as well. Telequest expressly reserves the right to assert further claims against the customer.
- 10.11 In case of any disagreement between Telequest and the customer with regard to the bill, the records of Telequest may be examined objectively by a neutral accountant or tax consultant who shall be bound, by his or her professional duty, to maintain the strictest confidentiality. If required, the local branch of the Austrian Federal Economic Chamber in the province of Styria ("Wirtschaftskammer Steiermark") may be called upon to choose an accountant. The accountant may only disclose whether or not the calculations have taken place in accordance with the agreement. The accountant's statement is binding. Costs must be borne by the defeated party. In this case, the settlement date of the disputed sum shall be postponed until a decision is reached.
- 10.12 For future payment amounts, Telequest may demand reasonable payments in advance, a direct debit authorisation for a customer's account, or the production of a debt guarantee from a bank based in Austria or in another EU member state.
- 10.13 Taxes, duties and charges in connection with payments made from Telequest to the customer must be settled by the customer himself according to the applicable laws in his country.
- 11 Interferences
- 11.1 Interferences may arise from Acts of God, industrial disputes, measures imposed by the authorities, as well as necessary technical modifications in the network operators' or the vicarious agents' systems Telequest uses. As long as interferences last, Telequest is free from its obligation to provide service to the customer. The customer's statutory rights and obligations remain unaffected by this.
- 11.2 If the customer is responsible for the interference or if he has neglected to pass on an interference report, he must bear the costs resulting from this.
- 12 Statistical records
- 12.1 Telequest shall provide its customers, on request, with statistical records in which the number of calls and generated minutes with each (service) telephone numbers of the customer are listed in detail.
- 12.2 As an alternative to this, Telequest is at liberty to provide the customer with this information via the Internet.
- 12.3 Only the bills in print sent monthly to the customer are legally binding. These bills are based on the original bills of the respective network operator or provider.
- 13 Dialer programmes
- If the customer uses PC dialer programmes or similar programmes for billing purposes, he must be aware of all statutory provisions and special legal requirements hereto in the particular countries and must make sure that all relevant statutory provisions and legal requirements are complied with. The customer must assume full liability for any infringement of such provisions and requirements and must indemnify Telequest from any complaint or damage.
- 14 Geographical termination number
- Under no circumstances should a geographical termination number involve a (service) telephone number that is subject to charges.
- 15 Termination
- In principle, contracts are binding for a period of three months. If a contract is not terminated within this length of time by one month's notice, it will be extended for an indefinite period of time.
- 15.1 Termination
- The contract may be terminated at the end of a quarter, provided that a six weeks notice period is observed. The termination must take place in writing and must be declared as such.
- 15.2 Extraordinary notice of cancellation

The contract can be terminated due to good cause at any time without observing a notice period. Notice of cancellation must be in writing.

Good causes may be if:

- a) after conclusion of a contract, circumstances occur outside the area of Telequest's responsibility which make it impossible to provide its services, in particular if a network operator or a provider closes down its services;
- b) the customer misuses the (service) telephone number;
- c) the customer violates fundamental obligations;
- d) the customer falls behind with payments, or if there are legitimate doubts about his solvency;
- e) circumstances become manifest that the customer, his agents, or his customers may assumingly be guilty of a criminal offence;
- f) insolvency proceedings are instituted against the customer's assets, or such are dismissed in the absence of assets, or the customer files for reorganisation out of court;
- g) there is a violation of statutory or regulatory requirements;
- h) the customer knowingly makes a false statement of his own personal data, company, credit-worthiness, or bank details;

15.3 Consequences of the termination (normal or extraordinary)

- a) A termination does not give the customer grounds for claiming damages against Telequest.
- b) If the customer terminates before Telequest can commence operations, he is obliged to compensate for the costs already occurred.
- c) Telequest may use the allocated (service) telephone numbers for other customers and purposes. Rights and obligations acquired by Telequest or by the customer are not affected by the termination of the contract.
- d) Telequest reserves the right to withhold part of the customer's outstanding amounts for future charge-back claims, or for the settlement of possible legal cost and fines.

15.4 Cancellation of an individual (service) telephone number
 Individual cancellations of (service) telephone numbers are possible at any time under the contractual agreements. Telequest is entitled to use the cleared (service) telephone number immediately otherwise.

16 Confidentiality and data protection provisions

16.1 All information and documents connected with the contractual relationship of the customer and Telequest must be dealt with confidentially by the parties, and must be protected against access of third parties. In this case, the parties are also responsible for the conduct of their employees.

16.2 Telequest handles customers' data with the utmost discretion. As an exception, data will be communicated to government bodies or other authorities duly authorised only on the grounds of compelling statutory provisions or in compliance with an official order.

16.3 The parties agree that the contents and conditions of this contract will not be made public or made accessible to third parties.

17 Assignment

17.1 The customer may only assign his or her rights and obligations to a third party with the prior consent of Telequest.

17.2 Telequest is entitled to assign all rights and obligations from the contract to another company.

18 Modifications (General Terms and Conditions, contract)

18.1 All modifications must be made in writing.

18.2 Telequest is entitled to modify these General Terms and Conditions and all other stipulations at any time. All modifications will be notified to the customer in writing (also by fax) at least 30 days before they come into effect (set date for the modification). If modifications put the customer at a

disadvantage, he will have the right to cancel the contract on the date set for the modification. Telequest must receive the notice of cancellation before the set date for the modification.

19 Place of jurisdiction – applicable law

The place of jurisdiction is the competent court in Graz. It is agreed that Austrian law, except for the provisions of Austrian international civil law, applies. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

20 Supplementary clause

If any provision of this agreement shall be or will become completely or partially ineffective, or if this agreement shall be incomplete, the validity of the residual provisions remains unaffected. Ineffective provisions will automatically be replaced by effective ones that shall serve the intended purpose in the best possible manner. In the event of this agreement being incomplete, the provision which corresponds to that which would have been agreed upon, shall be deemed to be agreed upon, according to this agreement's economic purpose, if the contractual parties had considered the matter from the start.

Declaration of agreement	
I/we have read the General Terms and Conditions of Telequest & Internet Solutions GmbH as reproduced above (pages 1 - 4) and agree to their contents. By signing this document, the General Terms and Conditions of Telequest & Internet Solutions GmbH become part of the existing contract between Telequest GmbH and the customer.	
Name/Company: _____	
Address: _____	
Date _____	Signature _____
Please fill in the above fields and fax this sheet to Telequest GmbH at the following number: <p style="text-align: center;">0043-316-474422-13</p>	