General Terms and Conditions
Telephone, web, and event conferences.

1 Parties to the agreement
The agreement is concluded between Telekom Deutschland GmbH (hereinafter referred to as Telekom), Landgrabenweg 151, 53227 Bonn, Germany (registered with Bonn District Court HRB 5919) and the customer who is not a consumer as defined in § 13 of the German Civil Code (Bundesgesetzbuch – BGB).

2 Subject matter of the agreement
The subject matter of the agreement is specified in these General Terms and Conditions and the relevant Price List. In agreement with the German Telecommunications Act (Telekommunikationsgesetz – TKG), they set forth the terms governing the use of Telekom’s telephone, web, and event conferences.

3 Establishment of the agreement
Telekom shall set up the conferences (excluding flat models) on a case-by-case basis. The agreement on the conferences shall thus be concluded separately between the customer and Telekom for each conference set up. Telekom reserves the right – except for flat models – to delete the conference account including all its relevant data (e.g. booked conferences, personal data), if the customer has not actively used the services for more than 180 days in succession. Unless otherwise stipulated by a separate arrangement, the agreement on the conferences shall be deemed established upon receipt of the order confirmation, or at the latest upon provision of the service by Telekom.

4 Services provided by Telekom
Subject to technical and operational feasibility, Telekom shall provide the following services as agreed in each individual case:

4.1 Booking procedures for conferences
4.1.1 Self-service conferences
Self-service conferences shall be provided as telephone or web conferences that can be ordered by the customer via Telekom’s online conferencing portal for a specific individual date or as a continually available conference room (personal conference room).

In order to use the online conferencing portal, personal access data is required. Telekom shall provide the customer with this data following prior registration with the conference service.

4.1.2 Operator-booked conferences
Operator-booked conferences shall be provided as telephone, web, or event conferences that can be ordered by the customer from Telekom’s conference service by fax, e-mail, or on the Internet for a specific one-off date or as a continually available conference room (personal conference room, only for telephone or web conferences).

4.2 Conference types
4.2.1 Personal conference room
The customer can initiate and use the personal conference room himself to the agreed extent. Telekom reserves the right to change capacities upon prior notification of the customer.

4.2.2 Dial-in and dial-out conferences
Telephone and event conferences shall be set up
- as conferences using dial-in, where the conference participants set up a connection to the Telekom conference system
- as dial-out conferences, in which the conference participants are connected by an operator or the conference system.

Telekom may limit the duration of a telephone or event conference in the event of network congestion. For dial-in conferences, the conference system can be reached via the following accesses:
- local dial-in numbers in Germany
- freecall/freephone access
- local dial-in numbers outside Germany

For telephone conferences (not operator-booked conferences), connections with the conference system (dial-in and dial-out) shall also be possible via Internet telephony (VoIP).

Web conferences
In addition to a self-service telephone conference or during an event conference, the customer can carry out a WebPresentation or a WebMeeting. Up to 400 people can participate in the web conference.

In addition, WebMeeting Basic includes a web conference, which can be conducted without an accompanying telephone or event conference. If the customer is inactive for a period of over 30 minutes, Telekom may end the respective web conference for security reasons.

4.2.3 Additional services (not for flat models)

- Recording telephone or event conferences
- Audio file of the telephone or event conference
- Drawing up and distributing a list of conference participants (not applicable to self-service telephone conferences)
- Other additional services for event conferences
- Duties and obligations of the customer

5 Duties and obligations of the customer
In particular, the customer shall have the following obligations:
- The customer shall not make improper use of the services, in
7.1 Remuneration and ancillary costs shall, in principle, be net charges plus any applicable statutory taxes and duties.

7.2 Starting on the day on which the service is initially provided ready for operation, monthly charges for telephone and web conferences (flat models) shall be payable for the rest of the month on a pro rata basis. If the charge is to be billed for periods of less than one calendar month, then 1/30 of the monthly charge shall be applied for each day.

7.3 Connection and usage-dependent charges shall be payable following the performance of the service.

7.4 The amount due shall be paid into the account indicated on the bill. It must be credited to the account specified no later than on the tenth day after receipt of the bill. In the event that the customer furnishes a SEPA direct debit mandate, Telekom shall not debit the agreed account with the billed amount until the seventh day following receipt of the bill and the SEPA pre-notification.

7.5 The customer may only offset undisputed or legally enforceable claims. The customer shall be entitled to assert a right of retention only for counterclaims arising from this agreement.

8 Objections

Any objections to the call charges or other usage-dependent charges of Telekom must be submitted in writing to Telekom immediately after receipt of the bill. Telekom must receive objections within eight weeks of receipt of the bill. If the customer fails to raise the objections in time, the bill shall be deemed accepted; Telekom shall make specific reference in the bills to the consequences of failing to raise an objection in time. This stipulation shall be without prejudice to any legal claims the customer may have in the event of objections raised after the deadline.

9 Changes to the General Terms and Conditions (GT&C), Service Specifications, and Charges

9.1 If there is any price regulation, Telekom shall be obligated to agree only those prices or price-relevant elements of the General Terms and Conditions and Service Specifications that the Federal Network Agency (Bundesnetzagentur) has approved, reviewed, or decreed by way of order. Agreements containing other prices or price-relevant elements shall be effective provided that the approved, reviewed, or decreed price or price-relevant element replaces the agreed price or price-relevant element.

Telekom shall notify the customer in writing about any such changes. In the case of price increases or other changes to the customer's disadvantage, the customer shall have the right to terminate the agreement with effect from the time the change goes into effect. Telekom shall make specific reference to this special termination right in the change notification. Notice of termination must be received within six weeks after receipt of the notification.

9.2 If Telekom intends to make any changes to the General Terms and Conditions, Service Specifications, or charges, the customer shall be notified in writing no later than six weeks prior to the effective date of the changes. Any change made to the General Terms and Conditions or Service Specifications, and any increase to charges shall entitle the customer to terminate the agreement without notice, effective from the time the change enters into force. If the customer does not terminate the agreement in writing within six weeks after receipt of the change notification, the changes shall become part of the agreement effective from the time they enter into force. Telekom shall make specific reference to this consequence in the change notification.

10 Default

10.1 If the customer is in arrears with a significant amount due, Telekom shall have the right to bar its conference services at the customer's expense. In this case, the customer shall still be required to pay the monthly charges for telephone and web conferences (flat models) at all if the customer proves that the loss suffered was essentially less or that a loss was not suffered at all.

10.2 If the customer is in arrears with regard to telephone and web conferences (flat models) a) in the payment of charges, or a significant part thereof, for two consecutive months, b) for a period of more than two months in the payment of an amount corresponding to the basic monthly charge for telephone and web conferences (flat models) for two months, Telekom shall have the right to terminate the agreement on telephone and web conferences (flat models) without notice and may demand compensation as a single, lump-sum payment that falls due immediately and amounts to one-fourth of the monthly charges payable up to the end of the regular term of the agreement.

10.3 The compensation payment shall be higher if Telekom proves that the loss suffered was greater. It shall be lower or not payable at all if the customer proves that the loss suffered was essentially less or that a loss was not suffered at all.

10.4 Telekom reserves the right to assert any other claims arising from a default in payment.
11 Liability
11.1 Telekom shall be liable in accordance with the provisions set forth in the TKG for any damage caused by the provision of telecommunications services for the public.
11.2 In all other respects, Telekom shall be fully liable for any damage it causes intentionally or by gross negligence or if the damage is attributable to the lack of a guaranteed feature.
11.3 In the event of slight negligence, Telekom shall be fully liable in the event of injury to life, limb, or health. If, as a result of slight negligence, Telekom fails to perform its service on time, if it has become impossible to perform the service, or if Telekom has failed to comply with an essential obligation, liability for any damage to property or pecuniary damage caused thereby shall be limited to foreseeable damage that is typical for this agreement. An essential obligation shall be an obligation whose fulfillment is a prerequisite for the proper performance of the agreement, the infringement of which jeopardizes the achievement of the purpose of the agreement, and upon whose compliance the customer can normally rely.
11.4 For the loss of data, Telekom shall be liable in the event of slight negligence under the requirements and within the scope of Item 11.3 only if the customer has backed up his data at adequate intervals in a suitable form, so that it can be recovered at a reasonable cost.
11.5 Liability for any other damage shall be excluded, in particular for data loss or hardware faults caused by incompatibility between the components already present in the customer's PC system and the new or modified hardware and software, or for system malfunctions that may result from existing configuration errors or older, interfering drivers that were not completely removed. Liability pursuant to the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

12 Customer service
Subject to technical and operational feasibility, Telekom shall eliminate without delay any faults in its equipment.

13 Term/termination
13.1 Telephone and web conferences (flat models)

13.1.1 The minimum term of agreement shall be six months. This agreement may be terminated by either party, at the earliest with one month's notice. If the agreement is not terminated, the term shall be automatically extended by six months unless it is terminated in writing at least one month prior to the end of the term.
13.1.2 The right to termination for good cause shall remain unaffected.
13.1.3 Termination must be performed in writing (e.g., by letter or e-mail).
13.1.4 If Telekom terminates the agreement prematurely due to a reason for which the customer is responsible, the customer shall be obligated to pay compensation as a single, lump-sum payment amounting to one quarter of the remaining monthly charges payable up to the end of the agreed term. The compensation payment shall be higher if Telekom proves that the loss suffered was greater. It shall be lower or not payable at all if the customer proves that the loss suffered was essentially less or that a loss was not suffered at all.

13.2 Telekom shall set up all other conferences and additional services on a case-by-case basis. The agreement on these conferences and additional services shall thus be concluded separately between the customer and Telekom for each conference and additional service set up.

14 Miscellaneous
14.1 Telekom shall be entitled to provide the services by subcontracting work to third parties (subcontractors). Telekom shall be liable for any services provided by subcontractors to the same extent that it is liable for its own actions.
14.2 The customer shall have the right to transfer the rights and obligations under this agreement to a third party only with the prior written consent of Telekom.
14.3 A generally accessible, complete and valid price list can be viewed on the Internet at www.telekom.de/agb.
14.4 If the customer intends to initiate arbitration proceedings with the Federal Network Agency (Bundesnetzagentur) in the event of a dispute with Telekom concerning any of the cases specified in § 47a TKG, he must file an application to this effect with the Federal Network Agency in Bonn.
14.5 The contractual relations between the parties to the agreement shall be subject to German law.
14.6 Bonn shall be the place of jurisdiction for all disputes arising from or in connection with this agreement. Any exclusive place of jurisdiction shall have priority.