

Special Terms and Conditions of dtms GmbH for 0800 numbers

1. Object of the contract

1.1 The following terms and conditions govern the contractual relationship entered into by dtms GmbH (hereinafter referred to as "dtms"), registered office: Taunusstraße 57, 55118 Mainz, Germany, court of registration (Registergericht): Trade register (Handelsregister) Mainz, HRB 45187 Mainz, Germany and the contractual partner (hereinafter referred to as the "Partner") with regard to the supply of telephone services that are free of charge for the caller for the number range (0)800. In the event of any differing provisions, these dtms GmbH Special Terms and Conditions for 0800 numbers take precedence over the T&C on the supply of value-added service line numbers.

1.2 No terms laid down by the Partner which contradict or differ from these Special T&C apply, even if dtms has not expressly objected to the application of them. Amendments to these Special T&C must be proposed to the Partner in text form at least two months before they come into effect. In principle, such changes will only come into force if the Partner accepts them. Such amendments will be deemed to have been approved, however, if the Partner does not object to them in writing within one month of receiving notice of them. At the beginning of the notice period, dtms shall inform the Partner of this right to object and of the fact that the Partner will be deemed to have agreed to the Special T&C amendment once this notice period ends.

1.3 Unless otherwise agreed, the fee payable to dtms and the price for extra services are determined by the current dtms price list. Accessibility from abroad is not covered by this contract. If the (0800) number range is accessible from abroad, this does not constitute a contractual commitment with regard to transfer and accessibility.

2. dtms' services

2.1. All dtms' services are provided within the bounds of technical and operational feasibility on the basis of the legal regulations and the applicable regulations laid down by the German Federal Network Agency (Bundesnetzagentur) regarding the number range (0)800, particularly the number plan (0)800 numbers for free-of-charge telephone services under order no. 63/2014 of the German Federal Network Agency.

2.2. dtms enables the Partner to provide (0)800 numbers with free-of-charge telephone services to the end user. dtms sets up an (0)800 number assigned by the German Federal Network Agency in the dtms network for the Partner and transfers calls from the national public telephone networks to the Partner, insofar as it has been commissioned to do so and this is possible on the basis of regulatory requirements and/or the national interconnection regime.

2.3. Calls are transferred in line with the routing agreed in writing between the parties. The Partner's settings in the dtms routing tool 'WebRouting' are also considered to have been agreed in this sense. dtms performs the transmission and transport of incoming calls via (0)800 numbers to the destination specified by the Partner (Audiotex platform, call centres or other target numbers). The assignment of the 0800 number itself is not part of dtms' services.

2.4. The transfer of calls from abroad is not covered by this contract. dtms can provide the Partner with such an offer on request, provided that full or partial transfer from abroad is possible in regulatory terms.

2.5. The Partner has sole responsibility towards callers for the content of the (0)800 service. The content of the (0)800 telephone service is not part of the contractual relationship between dtms and the Partner.

3. Extra services

For protection from nuisance calls, dtms can set up a special blacklist feature for 0800 service numbers. By pressing the star key and another digit on the telephone keypad, the operator in the call centre can put the caller on what is known as a 'blacklist' and at the same set how long such a block should last. The digit pressed determines how long the number will remain on the blacklist, which can be for a maximum of 7 calendar days. At the Partner's request, the caller will be played a message if they call again after being blocked and the call will only be ended following the message.

4. Obligations of the Partner

4.1. The Partner is obliged to comply with the currently applicable legal and regulatory requirements regarding the supply of free-of-charge telephone services in the number range (0)800.

4.2. In particular, the Partner is prohibited from transferring to a third party an (0)800 number that has been directly assigned to dtms by the German Federal Network Agency and reassigned to the Partner for its use (prohibition of chain contracts). In the event that the Partner itself is the assignee, it must ensure that no chain contracts are entered into. Subparagraph 4.2 of these Special T&C applies in this regard.

4.3. The extension of an (0)800 number by the assignee (or the partner to whom it has assigned the number for use) and the transfer of the extended number to end users is not permitted and is expressly prohibited. The extension of the (0)800 number for internal purposes is currently permitted, however, whereby the German Federal Network Agency also understands 'internal purposes' to mean the receipt of faxes (or telephone calls) from external parties via this number.

5. Security

5.1 dtms is entitled to require securities of an appropriate amount at any time if there is good reason to suspect a risk of default. In particular, this includes an increase in the risk of insolvency in respect of the Partner. Securities can be provided in the form of an unlimited, directly enforceable declaration of surety from a financial institution registered in the European Economic Area or in the form of a payment. A bank guarantee must be provided to dtms within 10 working days of request; payment must be made into the agreed dtms bank account within 10 working days of the date of the request. For the reasons stated under subparagraph 5.1., clause 1, dtms can also refuse to release the numbers following entry into the contract until the aforementioned securities have been provided.

5.2. dtms is also entitled to adjust the security relative to the anticipated risk of default if it becomes apparent that the fees for which the Partner will be invoiced are greater than the existing securities. Additional securities must be based on the anticipated risk of default in terms of 0800 turnover.

5.3. If the Partner does not fulfil the request to provide one of the aforementioned securities within 10 working days of receipt of the notification, dtms is entitled to block the 0800 numbers and/or to terminate the contract by way of extraordinary termination with 2 weeks' notice. The Partner must also reimburse dtms for any expenses and damage incurred.

5.4. Equally, dtms will release any securities received from the Partner if they are no longer required due to the change in turnover generated from other business divisions. dtms will also release securities provided by the Partner in the amount by which the aforementioned securities exceed the charges payable by the Partner in the same period, whereby dtms is entitled to apply a risk premium of an appropriate percentage amount to cover remuneration arising from short-term increases in traffic.

5.5. dtms will give the security back to the Partner once the 0800 number service has ended provided that all dtms' claims against the Partner from the 0800 number service have been settled.