

## dtms GmbH General Terms and Conditions for International Service Numbers

### 1. Object of the contract

1.1 dtms GmbH (hereinafter referred to as "dtms"), registered office: Taunusstraße 57, 55118 Mainz, Germany, court of registration (Registergericht): trade register (Handelsregister) of Mainz, HRB 45187 Mainz, shall provide international numbers to the Partner in accordance with this contract, either directly or indirectly via partner companies: This includes international geographic numbers, premium rate numbers, shared cost numbers, freephone numbers and mass calling services (hereinafter collectively referred to as "service numbers") overseas; in addition to the General Terms and Conditions, separate conditions apply for each country. Both countries as well as individual number ranges and service numbers must always be applied for separately. Service numbers used in accordance with this contract are deemed to be those which the Partner has applied for from dtms, and which dtms has set up abroad via a partner company for the Partner's benefit. In turn, the partner companies of dtms may use one or more network operators or service providers in the individual countries to set up the service numbers for dtms. dtms has free choice when selecting these partner companies. Due to reselling, dtms does not have any direct influence over the participating network operators' transfer services (mobile network and/or landline) in individual countries. This is subject to the interconnection agreement as well as the invoicing and collection agreement of the network operator whose services dtms uses via its network partner. The accessibility and billing of service numbers from international networks cannot therefore be generally guaranteed in light of the current regulatory framework in individual countries either. For this reason, a right is not granted to the transfer of telecommunications traffic from certain old participating network operators' networks or to the blocking of traffic from certain participating network operators' networks (individual or general blocking). At the partner's request, dtms will ask the relevant network partner for the name of the participating network operator which is currently connected. Such information is limited to one request per quarter.

Via its partner companies, dtms provides telecommunications services within the scope of its technical and operational capacity for use by the Client's end customers. The range of services provided by dtms includes the application, porting (where possible and permitted), provision and operation of the service numbers agreed in writing and, if applicable, any additional service numbers added at a later date, as well as the establishment of a connection via the signalling channel and the connection and maintenance of the utilised channel (hereinafter referred to as the "connection") including, if applicable, termination at a destination outside or within dtms' telecommunications network. Please refer to section 1.6 of these General Terms and Conditions with regard to the charging of extra costs by the supervisory authorities or other telecommunications providers for application and porting. Incoming calls to the service numbers are automatically routed to an IVR platform in accordance with a forwarding plan defined by the Partner, to a call centre operated by the Partner or to other ports to be specified in writing by the Partner in good time.

1.2. The object of the contract is laid down in these General Terms and Conditions (T&C), the Special Terms and Conditions for Free and Paid International Contact Numbers and the Special Country-Specific Terms and Conditions usually stated in the offer, whereby, in the event of discrepancies, the Special Country-Specific Terms and

Conditions take precedence over the Special Terms and Conditions for Free and Paid International Contact Numbers, and these in turn take precedence over the General Terms and Conditions. No terms laid down by the Partner which contract or differ from these T&C will apply, even if dtms has not expressly objected to the application of them. Amendments to these T&C must be proposed to the Partner in text form at least two months before they come into force. 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 T&C amendment once this notice period ends.

Prices are based on dtms' currently applicable terms and/or current price list. The Parties acknowledge that the country-specific terms will be written in English.

1.3. dtms does not access to the entire range of service numbers in all countries. If separate country-specific terms have been stipulated, this is neither an indication that dtms can provide all conceivable service numbers in the country concerned via its partner companies nor an obligation to do so.

1.4. The Partner can obtain information on the current status of the activated service numbers from dtms at any time during normal business hours (9 am to 6 pm).

1.5. dtms shall provide the Partner with service numbers to be agreed in writing. These are usually subject to separate cancellation periods which may be different from the contractually agreed cancellation periods. If separate cancellation periods have been agreed for the service numbers provided, these take precedence over the provisions of the General and Special Terms and Conditions for International Numbers. As the service numbers are provided to the Partner via one or more of dtms' partner companies by way of reselling, any porting of the service numbers is precluded. The Partner cannot have a service number registered as a trademark either.

dtms and its partner companies are entitled to change or completely withdraw the service numbers assigned to the Partner and to suspend the activated lines at any time if this is necessary for legal reasons or on the grounds of official orders.

1.6 Country-specific service numbers can also be requested from the relevant regulatory authorities and/or the institutions responsible for assigning numbers, hereinafter referred to as "regulators". In some countries, service numbers are also assigned directly to the service provider by the responsible regulator. At the Partner's request, dtms can make the application on the Partner's behalf, if the Partner has given dtms written authority to do so. The costs incurred by applying for the service number from the regulator must be covered by the Partner itself, unless the Parties have reached a written agreement to the contrary. In particular, this includes one-off application fees, recurring administration fees or compensation which must be paid for special services and which is sometimes non-refundable, e.g. for caller complaints.

1.7 Any of the Partner's existing service numbers from other providers which were used before concluding the contract can, on request, be transferred to the dtms network and/or the network of the partner company commissioned with

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activating the number. In this case, the providing network operator will be commissioned with porting the Partner's number. dtms can commission this porting on the Partner's behalf provided that the Partner gives dtms corresponding authority and provides it with a copy of the proof of authorisation stating the Partner as the assignee for the service number. In certain countries, porting can only be carried out by specific network operators. Approval of the porting by the providing network operator is usually required too. Information on this is available from dtms on request.

1.8 The option to set up service numbers with extensions and the maximum number of possible extensions varies by country. In some cases, extensions are not signalled transparently by all networks. Detailed information on adding extension numbers to international service numbers is available from dtms.

1.9. Setting up and transferring international numbers as extra caller numbers is subject to special national conditions. The Partner is therefore only permitted to set up and transfer an international number as an extra caller number (cf. also Section 120(1), first clause of the Telecommunications Act (Telekommunikationsgesetz, TKG)) under the following conditions:

- (1) This concerns a number from the range of numbers of a Member State of the European Union, the European Free Trade Association or the states of Andorra, Monaco, San Marino, Switzerland and Vatican City.
- (2) The international number is only set up for calls in the state to whose range of numbers it belongs.
- (3) The end user who sets up and transfers the international number is entitled to use the number in the intended way in accordance with the law of the state to whose range of numbers the international number belongs:
  - a. A right of use in respect of the number concerned must exist under the relevant national law.
  - b. The use of the number abroad must be permitted under the relevant national law.
- (4) The Partner must provide dtms with suitable proof of authorisation in accordance with subparagraph (3)a. and (3)b. of these T&C, which, after set-up, will facilitate the outgoing connection to which the international number will be set up and transferred.
- (5) The provider which facilitates the set-up of the outbound connection in accordance with Section 120(1), first clause TKG guarantees compliance with the requirements of subparagraphs (1) and (2). It must provide suitable proof in accordance with subparagraph (4) of the authorisation in accordance with subparagraph (3). In the event of any indications that such authorisation has subsequently been lost, further proof is to be provided. In the event of failure to comply with the requirements laid out in this provision, the Federal Network Agency (Bundesnetzagentur) can request information on international numbers, which can be set up and transferred by way of exception in accordance with this provision.

### 2. Obligations of the Partner

2.1. The Partner is responsible for the promotion and publication of the services. This also includes publishing the relevant numbers for the services. It bears sole responsibility and liability for content, implementation and promotional design as well as for covering the associated costs, and it shall not give any other impression in this regard when promoting its services. The Partner must comply with the relevant

national legal regulations in respect of proper promotion. The Partner is responsible for keeping itself informed of the relevant circumstances and legal conditions in the agreed countries.

2.2. The Partner must immediately notify dtms of any changes to its company name, telephone number, registered office or invoice address, bank details or legal form. This provision will also continue to apply after the contract has expired until business relationships have come to a definite end.

2.3. The Partner must not misuse the services and it shall only use them in accordance with the current legal provisions; it shall refrain from carrying out any illegal activities. The Partner alone is fully responsible for ensuring that dtms' services are only used in accordance with what is legally permitted, and in compliance with all legal regulations and official requirements applicable to the numbers in the Federal Republic of Germany and the relevant other country, as well as the relevant national code of conduct for the implementation of the contractually agreed international numbers.

For test purposes, the Partner shall, on first request, provide dtms with all necessary information and documents regarding its service which is or was accessible via the contractually agreed service number. The same applies for a service that the Partner is planning in the future. dtms is entitled but not obliged to check whether the information and documents are lawful. In the event of suspected misuse of a service number by the Partner, dtms and its partner companies have the right to carry out an internal investigation. The Partner is obliged to actively assist with such an investigation and to immediately provide the data and/or information requested by dtms. Irrespective of this, dtms and its partner companies can pass the costs of the internal investigation on to the Partner. The partner companies of dtms reserve the right to issue notices to the controller if indications of a violation of criminal regulations arise during the investigation. For the duration of an investigation, dtms and its partner companies can block the service numbers assigned to the Partner and/or the Partner's access to their technical facilities. The Partner is not entitled to any damages claims on the basis of these measures. The Partner's obligation to pay the usage fees which are due remains unaffected.

2.4 The Partner is obliged to observe the maximum permitted call duration for the special service in accordance with the legal and regulatory requirements for the service numbers or number ranges used. Once the prescribed maximum call duration has been reached, the Partner must terminate the call. Detailed information regarding this can be found in the country-specific code of conduct or on the relevant regulator's website. On request, dtms shall assist the Partner with implementing the legal and regulatory requirements.

2.5. The Partner must not provide any information with illegal or indecent content or make reference to offerings of such information. This applies in particular for content which incites racial hatred or glorifies or downplays violence in accordance with Section 130 of the Criminal Code (Strafgesetzbuch, StGB), is sexually offensive, is pornographic in accordance with Sections 184 et seq. StGB, glorifies or could be seen to be glorifying war, poses a serious moral danger to children or young people or threatens their welfare, or damages dtms' reputation.

2.6. The Partner must make all reasonable effort to ensure that defects, damage and the causes thereof are identified. The Partner shall promptly inform dtms of any impending

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significant increases in the volume of traffic. The Partner is also obliged to immediately inform dtms of any suspicious use of the service. The Partner must inform dtms in writing, at least three weeks in advance, if it will generate a traffic volume of more than 50,000 minutes or 25,000 calls on a contractually agreed service number in the following month. dtms and its partner companies are entitled to assign a special service number for such an offering.

If notice of an increase in the traffic volume is not given and a significant increase (more than 15%) in traffic compared with the previous 2 months is recorded, dtms will no longer be bound by the provisions laid down in this contract regarding availability and service level. In particular, in such a case dtms is not liable for any instances in which calls cannot be transmitted to the Partner's terminal devices or other service providers associated with the Client. The Partner must also indemnify dtms and its partner companies for all direct and indirect losses and damage resulting from its failure to give notice.

2.7. If the service numbers are forwarded on to the Partner's target connections, the Partner is thus obliged to immediately notify dtms in writing of any changes to the target telephone numbers provided, a change in its connection network operator or the termination of its connection to ensure that the connections can be used and/or to prevent misuse. The target numbers to be provided by the Partner cannot be chargeable service numbers of any kind. The Partner shall ensure that the owner of the connections agrees to the use of them by the Partner. The Partner must provide the name of the owner of the target connection when applying for the service numbers.

The Partner must guarantee that its terminal devices to which calls are forwarded are functioning and can be reached at the available times stated during promotion. For contact numbers, at least 50 per cent of the incoming calls to target connections must be accepted. If this level is not reached, dtms and its partner companies can limit the number of potential call attempts which can be made at one time and/or divert incoming calls to a standard answering machine.

2.8. The Partner must guarantee that the information and services which it offers via the contractually agreed service numbers are not subject to copyright, ancillary copyright or other third-party rights, do not infringe any third-party rights and are permitted to be offered on the relevant market. In particular, these rights include patents, trademarks, copyrights and other proprietary rights. This guarantee by the Partner also extends to specific references to third-party content within its services, e.g. through hyperlinks. In particular, the Partner must guarantee that the contractually agreed use of its services by end customers does not constitute grounds for claims by copyright collectives, publishers or authors. The Partner alone must bear the costs of obtaining permits or paying compensation for copyright as well as for acquiring the necessary rights and/or licences.

2.9. On first request, the Partner is obliged without exception to indemnify dtms and its partner companies for any third-party claims which are made in relation to content or services offered by the Partner or its contractual partners or on the grounds of the breach of the Partner's other obligations. Third-party claims such as damages claims and the associated costs of the necessary defence or prosecution are passed directly on to the Partner, regardless of their legal assessment. In the event of any queries regarding the services and/or the promotion thereof, dtms may refer these to the Partner and provide the Partner's contact details. These

provisions will remain in force even after this contract has expired. In line with this, the Partner is also responsible and liable for the actions and omissions of its agents, subcontractors, employees and customers.

2.10. For every application and/or every service, the Partner shall request written release or amendment for the relevant service from dtms and provide an accurate, detailed description of the services for this purpose. In particular, the necessary details include the content of the service, the end customer rate and the responsible service provider. dtms has the right to request a service description from the Partner in writing at any time. The Partner shall provide this immediately on first request. dtms has the right but not the obligation to verify that the service is compliant in legal and regulatory terms with national and international law. By checking this, however, dtms and its partner companies do not accept any shared responsibility for the Client's service. In principle, dtms can refuse to release and/or block the services if there are reasonable grounds to believe that the service is not compliant with the law. Unless there are any clear, serious legal violations, dtms shall provide its reasons to the Partner in writing and give it the opportunity to rectify these.

The Partner can only use the service numbers provided by dtms for the contractually agreed purposes. Any use of the service numbers which deviates from the descriptions provided to dtms constitutes misuse by the Partner. If the Partner would like to alter the intended purpose of a service number which has already been activated, it shall inform dtms of this in writing at least 10 working days in advance by way of a new service description containing a full description of the planned alteration. The alteration must be approved in writing by dtms in order to be valid.

2.11. The Partner is obliged to refrain from using the contractually agreed service numbers for unsolicited marketing to private individuals and unlawful headhunting activities, particularly those which breach the provisions of competition law. The Partner shall use the service numbers in accordance with the legal regulations on protection against unfair competition, the provisions of the law and the GDPR.

2.12. If the Partner requests the activation of service numbers from more than 5 different countries which are implemented by one partner company of dtms, the partner companies are entitled to specify a minimum level of turnover or to charge a higher fee for the set-up and/or use of the service numbers, which dtms may pass on to the Partner.

2.13. With the exception of inbound and outbound test calls to test access to its service via the contractually agreed service numbers, which the Client can carry out at appropriate time intervals, the contractual partner cannot make inbound/outbound calls to/from the service numbers itself or commission a third party to do so.

2.14 The Partner is obliged to keep its login details and its password (hereinafter also collectively referred to as "passwords") and the data retrieved secret and to not disclose these to third parties. The Partner shall comply with the applicable security and data protection regulations in this regard and protect its login details and password from unauthorised third-party access as far as possible. The Partner is entitled to gain access to statistics if the login details and the corresponding password are entered. If one of the Partner's passwords is misused or if its password is shared with an unauthorised third party, it is refutably assumed that the Partner is responsible for this and must pay compensation for the resulting damage. The Partner shall also immediately

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inform dtms if it itself becomes aware of the unauthorised use of the password or of any misuse involving the password. In such cases, dtms does not accept any liability for damaged suffered by the Partner or by third parties as a result of improper or unauthorised use of the password, unless the Partner can prove that it is not responsible for the damage resulting from the non-contractual use of the password.

2.15. The Partner shall guarantee that these contractual terms of use are also observed by the employees contracted by it and that confidential information is only shared with persons who have acknowledged this agreement as binding on them. Other auxiliary and vicarious agents are not permitted to use the login details and the password, unless such use has been contractually agreed separately in writing.

2.16. The Partner guarantees that its registered office or at least one of its subsidiaries is in a contracting state of the Lugano Convention.

2.17. The Partner must ensure that network integrity and the security of dtms' telecommunications network (transport and infrastructure) or parts of dtms' telecommunications network are not disrupted, destroyed or overburdened by illegal or non-contractual use. In the event of failure to comply with this, dtms is entitled, after giving a warning to no avail or in case of danger to network integrity or the security of the telecommunications network in the event of a delay, to terminate the contractual relationship or to block numbers without notice, including without a warning. In this regard, dtms reserves the right to claim for the damage caused by the illegal or non-contractual use of the telecommunications network.

2.18. The Partner is obliged to impose all the obligations above and below on any subcontractors and/or customers and to monitor and guarantee compliance with them.

### 3. Special legal and regulatory provisions abroad

In addition to the applicable legal regulations, orders and official requirements, the Client is also obliged to comply with all applicable codes of conduct in the relevant country for the number ranges used and/or services offered from which the numbers provided are accessible. As a provider of value added services, the Client alone is responsible for the content, implementation and promotion of them. The Client must provide dtms with a detailed written description of the planned value added services in line with dtms' requirements in good time; in particular, it must provide details of the rate, content and responsible provider as well as the media through which the value added service will be promoted. If dtms has requested a description of the service, the services concerned can only be used following written confirmation of this description by dtms. Changes to the value added service are only permitted following confirmation of the amended description too. Agreement by dtms does not constitute permanent approval of the value added service concerned. Any use that deviates from the approved description constitutes misuse by the Client.

The Client is obliged to not misuse dtms' services; in particular, it must not offer any illegal (e.g. indecent, criminal or otherwise unlawful) content or provide it in any other way, and it must not promote the content offered illegally. The Client must also ensure that neither users nor potential users of the value added services receive unsolicited marketing materials or calls. The Client must guarantee that the information and value added services which it offers are not subject to copyright, ancillary copyright or other third-party rights and are permitted to be offered on the relevant market by the customer itself or the content provider.

### 4. Deadlines and time limits

4.1. In the event of a temporary and unforeseeable hindrance to performance for which dtms is not responsible, the agreed deadlines and time limits can be extended by a reasonable length of time. Deadlines and lead times are only binding if they are agreed as such in writing by dtms. Time periods given by dtms and its partner companies for the provision of a service number requested by the Partner do not include the official time periods for any possible registration and/or assignment of the number.

4.2. Without prejudice to dtms' rights on the grounds of default by the Partner, the periods of provision can be extended by at least the length of time for which the Partner does not fulfil its obligations towards dtms.

4.3. If dtms defaults on the performance owed, the Partner is only entitled to withdraw from the contract if dtms does not comply with a reasonable grace period set by the Partner.

### 5. Invoicing for services

5.1. The Partner is obliged to pay invoice amounts based on the current price lists for the service concerned. dtms charges the Partner for the connection charges monthly based on the call data records (CDR) available to dtms in its systems or, if the traffic is not conducted via dtms' network, on the data transmitted to dtms by the relevant carrier. The Client's payment obligation also applies in respect of costs resulting from the unauthorised direct selection of its target number, unless dtms and its partner companies can be proven to be responsible for the misuse of the target number.

To clarify, the statistics from the statistics tools provided, WebStatistik/Service Portal, are not used for invoicing. Only the data which have been generated and collected as a result of recording by dtms as the telecommunications network provider based on its call detail records in the invoicing-related network elements are used for invoicing.

5.2 In the event of a change in the regulatory, political or other cost-related general conditions, dtms is permitted, within the bounds of the law, to adjust its future prices in proportion to the changed costs. This applies in particular in the event of a change in the prices of connection services with other telecommunications companies for the transfer and termination of telecommunications connections, as well as for the costs which dtms pays for the provision and transport of international numbers to its suppliers (network partners). In particular, the Partner acknowledges that the model for prices and terms for telecommunications transport and the provision of international numbers is based on the network partners' prices for the relevant number ranges in the country concerned which were applicable at the time of entering into the contract. In the event of a change in the associated bases of calculation, particularly in the relevant wholesale price or the regulations on statutory sales tax in the foreign country concerned, dtms is entitled to adjust the future provider fee payable to the Partner accordingly and at its reasonable discretion in accordance with Section 315 of the Civil Code (Bürgerliches Gesetzbuch, BGB). In case of doubt, the remuneration payable to dtms will remain unchanged.

Such changes do not give rise to a right of termination on the Client's part, provided that the changes are made with reasonable discretion in accordance with Section 315 BGB.

5.3. Monthly maintenance costs incurred by dtms are always billed monthly, even if the collaboration begins or ends during a given month. Services which are billed by the hour are always calculated per hour commenced. Where available to dtms, invoices for traffic minutes are issued based on the

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connection data provided to dtms by the partner company, or otherwise based on the partner company's invoices.

5.4. Objections against fee invoices must be filed in writing with dtms. Invoices and credit notes issued by dtms are deemed to have been approved by the Partner if objections to them are not filed within 4 weeks of receipt. Whether or not this deadline is met depends on whether or not the invoice or credit note is sent on time.

5.5. dtms is entitled to offset credit notes against its own due claims or chargebacks.

5.6. The Partner may only offset its claims against undisputed or legally established counterclaims. The same applies for the assertion of rights of retention. Claims can only be reassigned with dtms' consent.

5.7. All invoices issued by dtms are payable immediately upon receipt. Amounts due are payable into the account held by dtms as stated on the invoice. The Partner is automatically deemed to be in default of payment on the tenth day after receipt of an invoice. In accordance with Sections 286 and 288 BGB, default interest is charged in line with the applicable basic rate of interest, which is currently 5% if the Partner is a consumer, and 9% if the Partner is not acting in the capacity of a consumer.

5.8. dtms and its partner company may require the Partner to make reasonable advance payments for the costs due under the contract, to grant a direct debit mandate for an account held by the Partner or to provide a guarantee from a solvent credit institution based in the European Union. If the Partner grants a direct debit mandate, dtms will charge the Partner a fixed rate of 20 euros for every returned direct debit.

### 6. Payment default and breach of obligation by the Partner

6.1. dtms is entitled to restrict (block) use of the contractual services, i.e. access to the activated service numbers or services, if the Partner defaults on payment obligations in the sum of at least 150.00 euros and any securities which have been provided have been used.

6.2. dtms can also block access if

- the Partner breaches fundamental obligations laid out in this contract or
- the Partner gives reason to terminate the contractual relationship without notice or
- there is a threat to dtms' systems or a threat to public safety or
- dtms' partner company is obliged to take these measures on the basis of existing contracts with service providers, particularly network operators in this case, on the basis of the legal regulations in the relevant country or on the basis of instructions or orders given by an authority or a court or
- the Partner does not achieve the agreed sales targets by the specified deadlines once this contract has entered into force or
- the fees increase significantly (by more than 50% within 4 weeks) and there is justified reason to believe that if a block is imposed at a later date, the Partner will not pay the fees due for the services rendered in the interim period or will not pay them in full or on time, and also the securities provided by the Partner have been used and the block is not disproportionate, or

- the accrual of charges gives rise to suspicion that the volume of minutes could result, at least partly, from manipulation or misuse or
- dtms is informed by the network operator that there may be reclaims under certain circumstances.

6.3. The block may remain in place until the Partner provides proof of the lawful use of the service numbers. dtms has a right of retention over the fees to be paid until the matter is fully resolved. The suspension of the service does not affect the right of termination.

### 7. Force majeure

dtms is released from its performance obligation in the event of force majeure. 'Force majeure' is deemed to mean all unforeseeable events and events with effects on the fulfilment of the contract for which neither of the contracting parties is deemed to be responsible, particularly industrial action, including in other companies, power outages, official measures and disruptions to the telecommunications network.

### 8. Availability

Unless otherwise required in accordance with particular country-specific regulations, the contractual telecommunications services have an availability of 97.5% over a 365-day period. Periods in which maintenance, installation and renovation work are being carried out are not included in this calculation. If maintenance work is necessary, dtms will set a service window at its reasonable discretion. There may be operational disruptions during this service window. Availability is not deemed to be restricted as a result of errors within the Partner's sphere of responsibility, unavoidable disruptions due to changes desired by the Partner or errors resulting from force majeure.

### 9. Troubleshooting and warranty

9.1. Without being requested to do so, the Partner shall immediately inform dtms of any defects and, if applicable, security defects in all the services provided by dtms and its partner companies which it uses, as well as of any circumstances which may impair the functionality of the contractual services (fault report). The Partner will provide a reasonable level of support with the analysis and rectification of the fault.

9.2. dtms shall immediately have faults in the operation of the network rectified, subject to technical and operational feasibility. If the Partner is responsible for the fault or fails to file the fault report in accordance with subparagraph 9.1 of these T&C, or if a fault reported by the Partner is not present, dtms is entitled to invoice the Partner for the costs it incurs as a result of investigating and rectifying or remedying the defect. If the Partner does not fulfil its obligation to cooperate, any extended periods of downtime in respect of a service number which occur as a result will be attributed to the Partner.

9.3. dtms guarantees the direct provision of its services in accordance with the current, generally accepted state of the art and in compliance with all applicable security regulations for the proper operation of a telecommunications network. Claims for reduction or rescission are excluded, provided that dtms rectifies the fault by the end of the working day following the fault report. Other claims on the grounds of default, particularly withdrawal, are excluded, unless dtms has acted with intent or gross negligence or the deadline or feature was guaranteed.

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9.4. The Partner is aware that the services provided directly by dtms may be rendered by participating network operators and/or via the transmission routes provided by third parties subject to the supply and availability of networks. dtms therefore provides no guarantee for the constant availability and quality of such telecommunications networks and transmission routes and thus for the provision of its services at all times. dtms assigns the warranty claims against third parties to which it is entitled to the Partner, however, and the Partner hereby accepts these.

### 10. Liability

#### 10.1 Liability of dtms

10.1.1 If claims are made against the Partner by its own customers on the grounds of financial loss suffered as a result of telecommunications services provided by dtms, and if dtms is liable for these within the context of the relationship between dtms and the Partner, dtms will be held liable up to a maximum amount of €12,500 per claim per third-party customer. Liability towards the Partner's customers (callers) as a whole is limited to €30 million per damaging event. If the amounts payable by multiple Partners on the grounds of the same damaging events exceed these maximum limits, the damages will be reduced in the same proportion by which the sum of all damages claims exceeds the maximum limit. The limitation of liability does not apply if the damage is caused by intent. In the case of all other financial loss, dtms' liability is limited to a sum of €12,500 per claim.

10.1.2 For other damage (e.g. physical damage or financial loss which is not due to telecommunications services and use of them by third parties), dtms only accepts liability for itself and its auxiliary agents on any legal grounds if a fundamental contractual obligation has been culpably breached in a way that jeopardises the purpose of the contract or if the damage is due to gross negligence or intent. If the breach of a fundamental contractual obligation is not due to gross negligence or intent, liability is limited in terms of amount to the typical damage that was reasonably foreseeable at the time of entering into the contract. Foreseeable damage is considered to be a maximum amount of €12,500.

10.1.3 This does not affect dtms' liability for guaranteed features or personal injury as well as in accordance with the provisions of the Product Liability Act (Produkthaftungsgesetz).

10.1.4 If dtms' liability is effectively excluded or restricted, this will also apply to the personal liability of the salaried employees, workers, executive boards, representatives and auxiliary agents of dtms.

10.1.5 dtms does not accept liability for damage suffered by the Partner caused by an unplanned increase in the traffic volume, e.g. as a result of extensive undeclared advertising measures. The Partner is obliged to indemnify dtms for third-party damages claims within the context of the relationship between dtms and the Partner too.

10.1.6 For damage which the Partner would have been able to prevent by taking reasonable measures, dtms only accepts liability to the extent that dtms is responsible for the damage. dtms does not accept liability for damage in the event of force majeure or unforeseeable events which are beyond dtms' control and/or sphere of influence. If it is necessary to make changes to the assigned numbers or to suspend the activated lines for operational reasons, the contractual partner is not granted any damages claims whatsoever against dtms in this regard. If possible, dtms shall inform the contractual partner

of the performance, time and length of such work at least 5 days in advance.

10.1.7 dtms does not accept liability for claims by end customers on the grounds of the content of a service and/or the Partner's or a third party's settlement service. dtms will forward complaints and claims in this regard on to the Client. If the time spent processing complaints by dtms' partner companies exceeds such simple forwarding, they are entitled to charge a fixed amount of €15.00 per case or to invoice for the actual costs incurred. The Partner is obliged to reimburse dtms for these amounts within the context of the relationship between the Partner and dtms. Extra costs may arise from the terms agreed in each case.

10.1.8. dtms uses the services of network operators and/or providers to render its contractual services. Liability on dtms' part is excluded if the network operator commissioned with transfer via the reseller does not provide the transfers and/or transmission routes or does not do so properly and, for this reason, dtms cannot guarantee transfer, unless dtms is responsible for causing the failure of transfer, either wholly or partly. In the event of disadvantages or damage which occur as a result of the unavailability of the transmission routes or their quality on the Partner's part, dtms shall assign any warranty and damages claims against the network operator to the Partner. If the value of the actual transfer achieved is less than 70% of the percentage value of the participant connections potentially available in the relevant country (not including prepaid cards), the Partner is granted an extraordinary right of termination.

#### 10.2 Liability of the Partner

11.2.1. The Partner accepts liability towards dtms for all damage which arises as a result of calls being forwarded to another connection and/or one other than the one specified in the contract without the owner of the connection having agreed to such forwarding.

10.2.2. The Partner accepts liability for all costs and expenses which are incurred as a result of unauthorised access to its services executed via the numbers from dtms, unless such unauthorised access is the direct result of grossly negligent or intentional actions or failures to act by dtms.

10.2.3. The Partner also accepts liability towards dtms for all damage which dtms suffers as a result of breaches of contract by the Partner, particularly as a result of inadmissible advertising measures or the infringement of third-party rights. In this case, dtms is entitled to conduct the legal proceedings with the help of a representative chosen by it, whereby the Partner must reimburse dtms for all necessary or useful penalties and legal costs. dtms is entitled to retain all money owed to the Partner until further notice in order to cover such possible legal costs and penalties.

10.2.4. The Partner accepts full liability for the actions and omissions of its agents, subcontractors, employees and customers. This applies in particular for third parties which the Partner uses to render the services. The Partner shall indemnify dtms for all damages claims which third parties make on the grounds of the breach of the present contract.

#### 11. Conceptual ideas and programs

11.1. All rights of use under copyright, performance rights, protective and other proprietary rights related to the performance and work results (e.g. service concepts) provided by dtms in connection with this contract which have been accrued, are accrued, have been acquired or are acquired are granted fully and exclusively to dtms in terms of content, time and territory. Once the contract has expired,

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the Partner can only distribute and/or use these services under licence. The terms must be agreed in a corresponding licensing agreement.

11.2. Each contracting party is obliged to give back the originals, copies and partial copies of the computer programs, applications, documents, data and plans provided for use to the other contracting party immediately after this contract ends. In the case of material stored on machine-readable data carriers, the records must be fully erased instead of given back.

### 12. Data protection and secrecy of telecommunications

12.1. When collecting, using and processing personal data, dtms complies with the applicable data protection regulations, particularly the current versions of the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG), the General Data Protection Regulation (GDPR), the Telecommunications Act (Telekommunikationsgesetz, TKG) and the Act on the Regulation of Data Protection and Privacy Protection in Telecommunications and Telemedia (Gesetz zur Regelung des Datenschutzes und des Schutzes der Privatsphäre in der Telekommunikation und bei Telemedien, TTDSG), while maintaining the secrecy of telecommunications.

12.2. If dtms has special obligations in relation to the processing of personal data in accordance with Article 95 GDPR as laid down in Directive 2002/58/EC, the Directive on privacy and electronic communications, the GDPR does not impose any additional obligations on dtms, meaning that a data processing agreement is not necessary; in such cases, the dtms data processing agreement in accordance with the GDPR does not apply.

12.3. Within the context of the contractual relationship between the Partner and dtms, the connection data for calculating connection charges and the necessary inventory data for implementing the contractual relationship with the Partner are stored and processed. Data are stored and processed in accordance with the applicable data protection legislation and the principle of the secrecy of telecommunications.

12.4. The Partner's inventory data are collected to identify the Partner, to execute the contract/orders, for the purpose of advice and correspondence, for the purpose of invoicing and to process any liability claims as well as to enforce any claims against the Partner.

12.5. It is necessary to process data in accordance with Article 6(1)(1)(b) GDPR for the proper handling of the contracts/orders, particularly for the mutual fulfilment of obligations within the contractual relationship. It is also necessary to process data in accordance with Article 6(1)(f) GDPR for the purposes of the legitimate interests of dtms or those of a third party. dtms has legitimate interests in relation to its claims against the Partner.

12.6. The personal data collected by dtms to process the contract/orders are stored until the end of the statutory retention period (usually 6 years from the end of the calendar year in which the relevant contractual relationship ends) and then erased, unless dtms is obliged to store these data for longer in accordance with Article 6(1)(1)(c) GDPR on the grounds of retention and documentation obligations under tax and business law (under the Commercial Code (Handelsgesetzbuch), Criminal Code (Strafgesetzbuch) or Fiscal Code (Abgabenordnung)) or the Partner has consented

to extended storage in accordance with Article 6(1)(1)(a) GDPR.

12.7. If necessary in accordance with Article 6(1)(1)(b) GDPR to carry out contractual/business relationships with the Partner or in accordance with Article 6(1)(f) GDPR for the purposes of the legitimate interests of dtms, the personal data may be transferred to third parties. Third parties are only allowed to use the data that are transferred for the purposes indicated. Data are not passed on to third parties for any other purposes.

12.8. In respect of dtms, the Partner has the right:

- to withdraw consent it has given dtms at any time, in accordance with Article 7(3) GDPR. This has the consequence that, in future, dtms will no longer continue the processing activities that were based on this consent.
- to access its personal data which dtms is processing, in accordance with Article 15 GDPR.
- to obtain without undue delay the rectification of inaccurate data or the completion of data in respect of its personal data which dtms is storing, in accordance with Article 16 GDPR;
- to obtain the erasure of its personal data which dtms is storing, unless the processing is necessary for the exercise of the right to freedom of expression and information, for compliance with a legal obligation, for reasons of public interest or for the establishment, exercise or defence of legal claims, in accordance with Article 17 GDPR;
- to obtain the restriction of the processing of its personal data if the accuracy of the data is contested by the Partner, the processing is unlawful but the Partner opposes the erasure of the data, and dtms no longer needs the data but the Partner needs it for the establishment, exercise or defence of legal claims or the Partner has lodged an objection to the processing in accordance with Article 21 GDPR, in accordance with Article 18 GDPR;
- to obtain the personal data it has provided to dtms in a structured, commonly used and machine-readable format, or to request that it be transferred to another controller, in accordance with Article 20 GDPR, and
- to lodge a complaint with a supervisory authority, in accordance with Article 77 GDPR.
- to object to the processing of its personal data if there are grounds for this relating to its particular situation or if the objection relates to direct marketing and if its personal data is being processed on the basis of legitimate interests in accordance with Article 6(1)(1)(e) or (f) GDPR, in accordance with Article 21 GDPR.

12.9. Notice can be given to dtms either by post, by email or by fax at no extra cost to the customer than the transmission costs in accordance with the current basic rates (e.g. postage costs).

12.10. The Partner shall take suitable measures to ensure its notification obligations towards end customers under data protection law are fulfilled (e.g. publication of T&C, answering machines, etc.). On request, dtms shall provide it with the necessary information in accordance with the Telecommunications Act, the Act on the Regulation of Data Protection and Privacy Protection in Telecommunications and Telemedia or the General Data Protection Regulation, provided that it is available to dtms.

12.11 Further information on data protection is also available online at [www.dtms.de/datenschutz](http://www.dtms.de/datenschutz).

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12.12. The Partner is also obliged to comply with the legal regulations concerning data protection and to provide its employees with corresponding training and impose corresponding obligations on them too.

### 13. Term/termination

13.1. This contract concerning the implementation of international service numbers will enter into force on the day after it is signed. The activation and implementation of each of the country-specific service numbers is always subject to a separate, additional country-specific agreement which, in the event of deviations and discrepancies, applies with precedence over the general and special terms and conditions for international service numbers. The separate agreement on the activation and implementation of the country-specific service numbers enters into force on the day after it is signed. Unless separate provisions are laid down in the country-specific service numbers, the end of the term of all country-specific provisions is determined by the term of the general contract.

13.2. The contract has a minimum term of 3 months and can be terminated by with one month's notice to end of the minimum term, unless otherwise expressly stipulated in the offer or on an individual basis. After the minimum term has ended, the contract runs for an indefinite period of time. It can be terminated with one month's notice to end of the month, unless otherwise expressly stipulated in the offer or on an individual basis. The right to termination for an extraordinary reason remains unaffected. If only individual services are terminated, the contract will remain valid for the duration of the rendering of the services and the other agreed performance. Notice of termination must be given in written form.

### 14. Extraordinary termination

14.1. The Contract may be terminated in writing by both contracting parties for good cause without notice. In particular, conduct in breach of the contract by the Partner is deemed good cause for dtms. dtms reserves the right to assert further damages claims.

14.2. dtms has a right of extraordinary termination if the rendering of performance by the partner company is impossible or suspended, e.g. in the event of termination of telecommunications procurement contracts concerning the countries agreed in this contract. dtms has a right of termination regardless of whether the grounds for termination of the procurement contracts result from this contractual relationship or a contractual relationship between dtms and another partner company. The right to extraordinary termination is forfeited if the reason for termination is caused intentionally by dtms. In the event of termination in accordance with subparagraph 13.2 of these T&C or extraordinary termination in another way which is not caused intentionally by dtms, damages claims of any kind by either party are excluded.

14.3. Any mandatory liability, e.g. in accordance with the Product Liability Act, remains unaffected.

14.4. The contract will be deemed to have ended immediately if insolvency proceedings or provisional measures against either of the contracting parties are commenced in accordance with the Insolvency Code (Insolvenzordnung).

### 15. Reservation of right to make amendments

15.1 The fulfilment of the contract is heavily influenced by the general regulatory and legal framework conditions which are defined by, for example, the orders and decisions handed

down by national regulatory authorities as well as national telecommunications laws and all other legal regulations handed down in this regard, as well as the terms of connection, invoicing and collection applicable for national network operators and/or other international network operators and the decisions handed down in this regard by national regulatory authorities, administrative courts and, if applicable, other authorities or courts. The contracting parties agree that the fulfilment of the contract is heavily dependent on these framework conditions.

15.2 In the event of changes in the framework conditions, dtms is therefore entitled to adapt the services at its reasonable discretion in accordance with Section 315 BGB. If dtms' performance is rendered significantly more difficult in economic, commercial or technical terms due to a change, dtms has a right of extraordinary termination if amending the contract would not lead to an appropriate and economically feasible result. Such termination does not give rise to further claims for the Partner.

15.3 dtms must declare amendments in writing in advance with 3 weeks' notice. Extraordinary termination must be declared with a peremptory term of two weeks.

### 16. Duty of confidentiality

16.1. The contracting parties are mutually obliged to maintain confidentiality. This duty of confidentiality includes all information on the contractual partners and their associated companies as well as their contractual partners (including potential ones). The contracting parties are obliged to ensure that third parties do not obtain business secrets. In particular, confidential information and business secrets include knowledge of the relevant contracting party's procedures and business methods and its company from a technical, commercial and any other perspective. The content and terms of this contract are also subject to confidentiality.

16.2. The obligation concerns all information and facts, regardless of whether they are expressly indicated as confidential or secret, unless they are general knowledge or the party concerned is obliged to disclose them in accordance with an official or legal order or the relevant contracting party has given prior express written consent for disclosure to third parties. The confidentiality obligation will continue to apply even after the contract has ended.

### 17. Statute of limitations

The Parties' claims under this contract will expire, subject to subparagraph 6.2., clause 6 of the General Terms and Conditions of dtms GmbH, upon payment for international service numbers, or 2 years after accrual for any other separate agreements made in accordance with this contract. The point of accrual is the end of the telecommunications connection to be invoiced.

### 18. Securities

18.1. The following payment terms apply for security for potential chargebacks by carriers:

Of all the supplier remuneration that dtms can initially only collect under reservation of a chargeback by the participants and/or participating network operators, only one partial amount is paid to the Partner. The difference is initially retained by dtms as a security deposit (chargeback rate). The security deposit is paid to the Partner as soon as it is covered by the effective and final receipt of a payment by dtms. Irrecoverable claims are listed on the monthly statements issued to the Partner and offset against current invoices. If bad debts and/or the chargeback rate increase, dtms is



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entitled to adjust the security deposit in line with this rate for all payments.

18.2. As security of the Partner's default risk, dtms is entitled to request a guarantee from a major European bank at first request in the sum of the average monthly payment amount (calculated based on the last three months). If the average monthly volume increases, dtms can request a corresponding increase in the guarantee. If the Client does not fulfil a request to provide or increase a guarantee within a period of one month, dtms can limit the monthly payments to the amount secured by the guarantee thus far.

18.3. In the event of termination of the contract, dtms is also entitled to request securities from the Partner for potential subsequent bad debts and/or chargebacks claimed by carriers. The amount of these securities must be proportionate to the losses which are reasonably expected. Alternatively, dtms can retain an amount equal to the outstanding payments. This provision also applies in the event of a strong decrease in partner sales (> 30% decrease over four weeks).

18.4. dtms holds the securities in trust in a separate account. This must be proven to the Partner on request. If it is established that no further bad debts can be claimed for, dtms is obliged to release the securities immediately.

### **19. Final provisions**

19.1. The contracting parties can only reassign this contract or rights and obligations arising from this contract to a third party with the prior written consent of the respective other contracting party. All annexes mentioned in this contract are part of the contract in their entirety, not just in relation to the parts to which reference is specifically made.

19.2. If IVR services or programming services by dtms are also used in addition to the provision of numbers, the dtms Special Terms and Conditions apply in this regard.

19.3. There are no verbal ancillary agreements in respect of this contract. Additions or contractual amendments are only effective if they are agreed in writing and signed by both parties.

19.4. The contractual relations are subject to German law as it applies between domestic persons. The UN Convention on Contracts for the International Sale of Goods does not apply. The place of jurisdiction is Bonn, provided that the Customer is a merchant or a legal entity under public law or has no general place of jurisdiction in Germany. This does not affect any exclusive place of jurisdiction.