

## dtms GmbH Special Terms and Conditions for Free International Service Numbers

### 1. Object of the contract

1.1 The service provided by 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, comprises the provision of service numbers to the Partner whereby the recipient of the number/the provider of the number does not receive any payment. In particular, these include geographic numbers, freephone numbers and/or shared cost numbers (hereinafter referred to as "free service numbers") in countries with the exception of Germany in the connection network of a telecommunications provider with the pooling and transfer of the traffic incoming via these free service numbers to the targets specified by the Partner (telecommunications service). The provisions of the General Terms and Conditions for International Service Numbers apply in addition to and are subordinate to these Terms and Conditions.

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 T&C amendment once this notice period ends.

### 2. Terms for freephone numbers (0800) in countries except for Germany

2.1 dtms can make the set-up and activation of a freephone number dependent on the provision of a security. This must be of an appropriate amount based on the sales generated via the service number. dtms will not request a security the amount of which exceeds the sales of the last 3 months. Regardless of the monthly sales, dtms' has a right to the provision of a security of at least €10,000.

2.2. dtms is also entitled to request a security during the term of this contract if the traffic generated via the freephone numbers exhibits a significant increase. The security in relation to dtms is based on the expected sales via the freephone numbers in the next 2 months. If the Partner does not fulfil the request to provide a security by way of transfer to an account specified by dtms or a by way of a directly enforceable guarantee on first request within 7 working days, dtms is entitled to suspend the provision of the service numbers without any further warning until the security is provided. If, following an additional warning, the Partner does not provide the security within 5 working days, dtms is entitled to terminate the contract concerning the use of the freephone numbers.

2.3. dtms is entitled to utilise the security if the telecommunications costs incurred by dtms generated through use of the Partner's freephone numbers exceed the security by more than 5% or give rise to doubt justifying the suspicion that misuse of the service to the detriment of dtms or a third party is being conducted via the 0800 service numbers.

### 3. Provision of shared cost numbers in countries except for Germany

3.1 dtms and the Partner have not agreed an advertising subsidy. Depending on the individual country price list, however, a distribution may be made in the event of use of a

shared cost number. This is apparent from the relevant price list. If this does not indicate any remuneration for the Partner, a payment is not made.

3.2 Flexible traffic control on the intelligent network can be agreed separately with dtms. The extra costs can be found on the dtms price list.

### 4. Terms for geographic numbers in countries except for Germany

4.1 The provision time for international service numbers by dtms is usually 10 to 60 days, unless the Partner requests numbers which dtms can assign from its current stock of numbers. An overview of the numbers which are currently available is available from dtms on request.

4.2 The Partner accepts that local service numbers are not used as geographic numbers within the meaning of the applicable provisions of the Federal Network Agency (Bundesnetzagentur) concerning structure, design and local network numbers but as value-added service numbers instead. For the activation of local service numbers, the scope of services and invoicing, the contract, the dtms General and Special Terms and Conditions for the Implementation of Value-Added Service Numbers and the dtms service specification for local service numbers agreed between the Parties therefore apply accordingly.

4.3 In particular, the Partner understands and accepts that local service numbers are set up solely as a target for external calls to the network by dtms and cannot be used by the Partner for outgoing calls.

4.4 For technical and operational reasons, it is not possible to transfer participant numbers to dtms.

4.5 For the implementation of the local service numbers and the associated telecommunications services, the Partner pays dtms a fee in accordance with the price list agreed between the Parties.

4.6 dtms is entitled to offset the fee due to it against other distributions to the Partner, for example, from the implementation of value-added service numbers.

### 5. Invoicing in foreign currency

5.1. Invoices are issued based on the monthly statements compiled by dtms, which, in the case of transfer of international numbers, are prepared on the basis of the connection data calculated by dtms in its own network. The calculation of the provider fee and the connection charges in relation to the Partner is carried out by dtms in the currency of the country in which the number is provided. Invoices and disbursements to the Partner are in euros, unless otherwise agreed in writing. Subject to any recalculation in accordance with section 5.3 of these Special T&C, the foreign currency is converted into euros using the exchange rate applied by dtms on the date of on which the Partner is invoiced by way of an average calculation for the month in question. The average is the arithmetical mean of the average daily exchange rates in the month in question.

5.2. dtms has the right to make adjustments and amendments to the monthly statements it compiles at a later date if other data and values are found in the final statement and invoice issued by the relevant network operator/provider.

5.3. If the value of the foreign currency falls in relation to the euro to the detriment of dtms in the period between invoicing by dtms and the date of actual payment to the Partner, and if this change amounts to more than 2% of the calculated mean (see subparagraph 5.1. of these Special T&C), dtms is entitled to recalculate the change prior to making payment to the Partner.

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For clarity, exchange rate fluctuations after the date of the invoice/credit note from the relevant network operator/provider for which they subsequently charge dtms will not be borne by dtms. Exchange rate risks, particularly in the event of chargebacks of amounts which have already been invoiced for, must be borne by the Partner.

### **6. Special termination right of dtms**

6.1. dtms can take back service numbers which have been assigned to the Partner and which are no longer used and/or promoted by it. In case of doubt, service numbers with a traffic volume of less than 200 minutes per invoice month are deemed to be unused. In this case, by way of deviation from the dtms General and Special T&C, the contract can be terminated by either Party in writing with 2 weeks' notice to the end of the following month.

6.2. dtms can use the service numbers it has taken back in any way; the Partner is not granted a right to reimbursement for traffic volume generated from the date of return. dtms shall inform the Partner that it is planning to take back service numbers, as well as of the date on which it will do so, at least 10 days in advance.

On request, dtms can give the Partner the opportunity to retain unused service numbers too. Granting such a right of use is subject to a charge and requires a separate agreement between dtms and the Partner.