

## **B. Special Contract Terms for the Voipax Service**

The following Terms apply for the Voipax service offered by Voipax GmbH. The Voipax service offers prepaid telephony services within the internet or to public telephone networks, as far as these networks are available. The Customer can download a special Voipax software ("Softclient") in order to use the services.

### **1. Requirements**

1.1 In order for Voipax GmbH to provide the services, the Customer needs to establish a connection to the internet, maintain this access to the internet and pay all relevant fees to his internet access provider.

1.2 The services can only be provided within the internet if the called party is also connected to the internet, registered on the Voipax service website, and accessible via an IP address.

1.3 In order to use the Softclient, the Customer must accept a designated Voipax End User Licence Agreement prior to the installation on the computer.

### **2. Alterations**

The Customer accepts that Voipax services may be subject to reasonable changes at any time. Due to the fact that the regulatory framework for this service is still developing, alterations might also be necessary for national or international legal reasons.

### **3. No Emergency Calls**

The Customer accepts that the Voipax service does not replace a landline or mobile telephone access. The Customer knows and accepts that no connections to emergency telephone numbers can be established with the Voipax service. In order to ensure connections to emergency services or the Police, the Customer will make additional arrangements, such as ordering mobile or landline telephone services from separate providers.

### **4. Premium Rate Services**

If any Premium Rate Services that are not offered by Voipax GmbH are billed via Voipax service, the addressee of the Customer's objections relating these Premium Rate Services can be the provider of the Premium Rate Services or Voipax GmbH.

### **5. Conclusion of the contract**

Voipax GmbH and the Customer conclude a contract about Voipax services, if the Customer registered for the services on the Voipax website, Voipax GmbH confirms receipt of the registration by e-mail, and the Customer finishes the registration process by clicking on the link sent in the e-mail, but not later than the Customer used the services.

### **6. Voipax Services**

6.1 With the "trial call" service, the Customer can make calls via call back procedure. These calls are limited in destination and duration.

6.2 In order to get access other Voipax services, the Customer must register by completing an electronic form on the Voipax website.

6.2.1 Without download of the Softclient, Voipax services will only be offered in a call back procedure ("Voipax Instant"). The Customer will be charged a

Set up fee according to the Price List for every successful connection between the Voipax platform and the Customer, even if a connection between the Customer and the called person, e.g. because the called person did not take the call or the Customer has entered an invalid destination number. If the Customer receives free minutes for his/her registration, the Set up fee can be replaced by a certain amount of free minutes.

6.2.2 The Customer is obliged to pay fees for all connections if not otherwise agreed in the valid price list for short-term special offers.

6.2.3 Connections will only be established if there is a minimum prepaid amount on the Customer's prepaid account.

6.2.4 Voipax GmbH might offer a certain number of free days to some destinations for top ups of the Customer's prepaid account with a certain amount of money ("Free Days"). This does not constitute a claim for any connections free of charge.

### **7. Top up of prepaid account**

7.1 If the Customer tops up his prepaid account via wire transfer, Voipax GmbH will credit this amount on the Customer's prepaid account after the money has been booked to the Voipax GmbH bank account. Voipax GmbH will inform the Customer about the receipt of the money via e-mail. The Customer must note the reference number sent to him in an e-mail as the reason for payment.

7.2 In order to top up the prepaid account via credit card, the Customer logs into the Voipax selfcare area by using his login name and password chosen during the registration process where he can initiate the debit of his credit card account and the transfer to prepaid account. In cases of chargeback Voipax GmbH will charge the redebited amount of money and the costs caused by the chargeback from the amount existing on the Customer's prepaid account. If the amount on the prepaid account is not sufficient, the remaining sum will be charged off the next top up amount. If the Customer does not top up his account, Voipax GmbH will demand payment of the remaining sum within a reasonable time limit. In case of non-payment the claim will be asserted via regular debt collection procedure.

7.3 Voipax GmbH will charge a Handling Fee according to the Price List additionally to the Top Up amount.

7.4 On request of the Customer, Voipax GmbH will send a confirmation notice via e-mail about each amount credited to his prepaid account.

### **8. Prepaid account**

8.1 Voipax GmbH will establish and maintain a connection that is subject to a fee only if the amount on the Customer's prepaid account has not been fully consumed. The call will automatically be disconnected if there is no amount left on the prepaid account. The fees for the services will be automatically charged off the Customer's prepaid account that is allocated to the caller's telephone number according to the valid price list. The charging will be per minute (60/60) if not otherwise agreed. Additional fees and different billing methods (e.g. set up fee per call) can apply for additional services.

8.2 The Customer may use the amounts charged on the Customer's prepaid account for an unlimited

time if a new top up is made within 12 months after the previous top up.

8.3 If the Customer does not top up his prepaid account for a period of 12 months after the last top up, Voipax GmbH will cancel the Customer's account. After cancellation of the account, Customer will not be able to use the amounts existent on the account for the services, and no further top ups can be made.

8.4 After termination of the contractual relationship (e.g. due to cancellation of account or cancellation notice), Voipax GmbH pays out the amount existent on the Customer's prepaid account only if this amount exceeds the service charge for payouts, as published on the valid price list.

### **9. Billing of prepaid account**

9.1 Voipax GmbH will provide access to online bills in the selfcare area of the Voipax website. The amount on the Customer's prepaid account indicated on the online bills is not legally binding and does not constitute a legal claim.

9.2 The Customer must raise any objections against the billing of the prepaid account in textual form or in writing within 8 weeks after the billing date.

### **10. Customer's obligations**

10.1 Without Voipax GmbH' explicit consent in writing, every Customer must register only once for the Voipax services. In case of unauthorised multiple registration, Voipax GmbH has the right to immediately terminate the contract or refuse further provision of the services. Voipax GmbH reserves the right to temporarily block a prepaid account if a Customer is suspected to have repeatedly registered for the Voipax services until this suspicion turned out to be without reason.

10.2 The Customer will always use the latest version of the Softclient. The Customer will enable the installation of automatic updates on his computer. The Customer knows that he needs the required administrator rights for automatic installations. Voipax GmbH has the right to refuse performance of the services if the Customer does not use the latest version of the Softclient.

10.3 Without Voipax GmbH's previous consent in writing, the Customer must use the services only with the original and unmodified Voipax Softclient.

10.4 Without Voipax GmbH' previous consent in writing, the Customer must not use Voipax services for own commercial purposes. He must not provide access or use of the Voipax services to third persons (resale). In case of breach of this obligation, Voipax GmbH has the right to claim all costs resulting from the unauthorised use, even if these services are offered free of charge, or to cancel the contract without previous notice.

10.5 The Customer is obliged to give immediate notice to Voipax GmbH in cases of any indication of unauthorised use.