



# General Terms and Conditions of Use TelekomCLOUD (Users)

## 1. Contracting party

The agreement shall be concluded between Telekom Deutschland GmbH (hereinafter referred to as Telekom), Am Landgrabenweg 151, 53227 Bonn, Germany (registered with Bonn District Court HRB 5919) and the user who is not a consumer as defined in § 13 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).

## 2. Subject matter

The subject of this agreement is the provision of the TelekomCLOUD portal and the agreement of conditions for its users. The portal shall be provided exclusively for users in the exercise of their commercial or entrepreneurial activity, who are not consumers in the sense of § 13 BGB.

## 3. Services provided by Telekom

### 3.1 Market place operation

Telekom operates the TelekomCLOUD portal on the Internet and makes it available to customers for concluding legally binding contracts with Telekom. The provision of the TelekomCLOUD portal is a non-binding service. Telekom reserves the right to change or discontinue this service at any time without notice.

### 3.2 Availability

There is no minimum availability for the provision of the platform. However, Telekom shall strive to keep performance limitations to a minimum.

### 3.3 Conclusion of contracts

Unless otherwise stipulated by a separate arrangement, the agreement shall be deemed established upon receipt of the order confirmation, or at the latest upon initial provision of the service by Telekom or the third-party provider.

### 3.4 Contracts with Telekom

Contracts for services provided by Telekom shall be concluded exclusively with Telekom. Details can be found in the conditions of the product-specific contract documents and the General Terms and Conditions.

### 3.5 The entire content of the platform is the property of Telekom or third parties. The user is not permitted to use content or parts of the platform without express written consent and must, in particular, not engage in data mining.

### 3.6 Support

Telekom shall offer users support services by telephone, e-mail, or chat as required. Up-to-date information such as contact addresses and service hours can be found on the TelekomCLOUD portal.

## 4. Registration of the user

### 4.1 Entrepreneurial status

The user undertakes to use the services exclusively in the context of his commercial, professional, or entrepreneurial activity and not to be a consumer in the sense of § 13 BGB.

### 4.2 Communication by e-mail

In connection with the use of the TelekomCLOUD portal and the services ordered through it, the user agrees to correspondence by e-mail and shall store an e-mail address that is up-to-date. The user is aware that essential information for the service provision, such as access data, information on modifications to the services, and the legal conditions and information on service impairments and maintenance work is only sent by e-mail.

### 4.3 Accuracy and completeness

The user affirms that all his details are complete and correct and that he is entitled to provide the corresponding details.

### 4.4 The customer shall be obliged to ensure that sufficient funds are available in the agreed debit account and, if making payments by credit card, that his credit card details provided upon registration are kept up to date. If payment is made by credit card, the customer account shall be charged in accordance with the agreements in place between the credit card company and the customer.

## 5. Other duties of the user

### 5.1 Access data

The user shall keep his access data secret and not pass it on to unauthorized third parties. As far as legally permissible, the user declares himself responsible for all activities that are carried out via his account or using his access data.

### 5.2 Compliance with legal provisions

The user shall be responsible for checking any and all legal provisions, laws, regulations, and industry-specific provisions that are relevant and applicable in connection with the use of the platform.

### 5.3 Responsibility of the user

In particular, the user shall be responsible for all contributions and other contents posted by him. Telekom shall not generally monitor or check the contributions and other content.

### 5.4 Prohibition of misuse

The user shall ensure that the services are not misused. In particular:

- a) The user may not transmit or post information that is illegal or in violation of accepted moral standards, nor may reference to such information be made.
- b) The user shall observe national and international copyrights, trademark, patent, name, and personal rights, as well as other industrial rights and personal rights of third parties.

- c) Contributions of the user must not contain any advertising inserted for commercial purposes.
- d) The use of the service shall not have any adverse effects on Telekom, other providers, or other third parties.

## 6. Violation of these provisions

- 6.1 If the user violates the provisions of this agreement, Telekom shall be entitled to revoke access to the platform or deactivate the user's account. In the event of revocation, affected users can contact the Customer Service team:
  - by calling 0800 33 04444 (within Germany, 24 hours a day, 7 days a week) or
  - by e-mail and chat directly via the respective function button in the TelekomCLOUD portal
- 6.2 The user indemnifies Telekom against all third-party claims based on illegal, infringing, or abusive use of the platform and the associated services. This shall also apply to all claims arising from data protection, copyright, or other legal disputes. If the user realizes or can be expected to realize that a violation of this type is about to occur, he is obligated to notify Telekom without undue delay.
- 6.3 Telekom reserves the right not to publish or to subsequently delete any contributions or other content posted by the user. This shall apply in particular to contributions or content that violate the user's duties and obligations.

## 7. Liability

Due to the free-of-charge nature of the contractual services (marketplace operation), Telekom shall only be liable in cases of intent or gross negligence.

## 8. Modifications to Terms of Use

Telekom shall be entitled to amend these Terms of Use with a reasonable notice period of at least six weeks before the amendment takes effect, provided that the amendment is reasonable for the user, taking Telekom's interests into account, or is required by government decisions or statutory provisions. The changes shall be communicated to the user by e-mail. If changes are made to the user's detriment, the user shall have a special right of termination from the time the change comes into effect. In its change notice, Telekom shall draw the user's attention to this special right of termination as well as to the fact that the change will come into effect unless the user exercises his special right of termination within the specified period.

## 9. Data protection

- 9.1 The parties undertake to observe the relevant applicable data protection regulations, currently in particular those of the General Data Protection Regulation (GDPR), the German Telecommunications Act (*Telekommunikationsgesetz – TKG*), and the German Telemedia Act (*Telemediengesetz – TMG*). If the performance of the services regulated in this Framework Agreement and its individual agreements requires commissioned data processing on the part of the Contractor, the Contractor undertakes to conclude a Commissioned Data Processing Agreement pursuant to Art. 28 GDPR in accordance with Telekom's current template: <http://telekom.de/gk/dsgvo-auftragsverarbeitung>.
- 9.2 If the provision of the services regulated in this Framework Agreement and its individual agreements does not require commissioned data processing on the part of the Contractor, the following provisions apply:
  - a) The Contractor shall observe confidentiality and telecommunications secrecy in connection with the processing of data pursuant to § 88 TKG as amended.
  - b) He shall also confirm that he is aware of the relevant data protection regulations and provide assurance that he will, in advance, familiarize the employees engaged in carrying out the work with the data protection regulations that are authoritative for them, and oblige them in particular to confidentiality and telecommunications secrecy pursuant to § 88 TKG. The Contractor shall also monitor compliance with data protection provisions.
  - c) The party receiving the data shall immediately notify the party disclosing the data if it is determined that data has been unlawfully transmitted or has been unlawfully disclosed to third parties in any other way.

## 10. Other conditions

- 10.1 Bonn shall be the place of jurisdiction for all disputes arising from or in connection with this agreement. Any exclusive place of jurisdiction has priority.
- 10.2 The contractual relations shall be subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.