Business Services
General Terms and Conditions

Translation from German original – in cases of doubt the German version prevails

1 Validity

1.1 The following General Terms and Conditions (“Business Services T&C“) are applicable for all business relationships between the following company belonging to the 1&1 Versatel Group:

1&1 Versatel GmbH,
Wanheimer Straße 90, 40468 Düsseldorf
Registergericht Düsseldorf, HRB 88864
(hereinafter referred to as “1&1 Versatel“)

on the one hand and the customer on the other hand who is either an entrepreneur (§ 14 BGB = Bürgerliches Gesetzbuch/German Civil Code), a corporate body under public law , a non profit organisation or a special fund under public law. The contract is concluded between the customer stated in the specific contractual document (e.g. a uniform contract or an order and an order confirmation) and 1&1 Versatel.

1.2 These Business Services T&C are applicable for all contracts based on which the customer receives Business Services telecommunication services and other services that are based on these services or are services that are related to these (hereinafter called „Services“ or „Products“).

1.3 Contradicting, supplementary or deviating terms and conditions of the customer are not applicable unless 1&1 Versatel has agreed to their applicability expressly and in writing. This reservation of consent is applicable always, including in cases where 1&1 Versatel, without any further reservation or objection, supplies services to or accepts services from a customer even if 1&1 Versatel has knowingly contradicted or deviated from these customer terms and conditions.

1.4 For reasons of better readability, the simultaneous use of the language forms male, female, diverse, singular, plural is avoided in the following. All personal designations apply equally to all genders.

2 Subject Matter of the Contract and Ranking Order of Applicability

2.1 These Business Services T&C contain the generally applicable rules for all Business Services contracts.

2.2 Subject to other expressly agreed individual provisions, the following documents fundamentally have validity in the following ranking:

1) The uniform contract or the order confirmation and the corresponding subordinate order,
2) these Business Services T&Cs,
3) the confirmation of services rendered and/or the product-related description of services, special terms and conditions (“ST&C“) and price lists.

2.3 The information given in these Business Services T&C and in other contract documents may contain assurances of guarantee [Garantie] going beyond a statutory or agreed warranty [Gewährleistung] only when they are explicitly mentioned as such in writing by 1&1 Versatel.

3 Conclusion of Contract

Subject to other expressly agreed provisions or the occurrence of a condition (e.g. pursuant to Clause 6.1.5), contracts become valid in the case of a uniform contract document, upon them having been signed by all of the contractual partners concerned with a legally binding effect and in the case of a 90 day-binding customer order, upon receipt of an order confirmation in text form from 1&1 Versatel and at the latest upon provision of the service by 1&1 Versatel. 1&1 Versatel´s offers are generally subject to change unless they are expressly specified as being “binding“ or as a “binding offer“. The customer´s offer for the conclusion of the contract (“order“) must always be provided in text form if the order will not be placed online or by telephone (e.g. in the form of a voice file order)

4 Scope of service

4.1 The type and scope of services to be provided by 1&1 Versatel are regulated with priority by product-specific Special Terms and Conditions [ST&C] and the description of services [Leistungsbeschreibung], in the order and order confirmation, and in the specific individual agreements.

4.2 The use of services provided by 1&1 Versatel on this basis regularly requires the use of customer-owned terminal devices/terminal equipments (e.g. telephones, PCs, routers, computer programs). These terminal devices/terminal equipments are only part of the scope of 1&1 Versatel if they are part of the productspecifications or if this is expressly agreed. 1&1 Versatel is not responsible for limitations or failures of the performance of the 1&1 Versatel services caused by the use of terminal devices/terminal equipments of the customer.

4.3 When using the telecommunication network of other suppliers, 1&1 Versatel‘s service obligation is generally limited to providing the customer access to this network. The same is applicable to the access to services of other suppliers. Such services that are offered by unrelated third parties do not belong to 1&1 Versatel‘s scope of supply even when they are used on the basis of 1&1 Versatel‘s services. The same applies to any content that is offered by third parties and can be used via 1&1 Versatel‘s services.

4.4 1&1 Versatel is authorised to use the services of third parties to fulfil its own services (subcontractors).

5 Deadlines and Time Periods

5.1 Deadlines and time periods for the beginning of services are only binding if they have been expressly agreed upon between the contracting parties or have been expressly confirmed by 1&1 Versatel in writing. Deadlines are also not binding because details of the technical implementation (e.g. the time of activation) cannot always be definitely settled at the time of conclusion of contract.

5.2 1&1 Versatel is not liable for the impossibility of providing the service or for delays insofar as these are due to force majeure, failure of the customer to cooperate or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, lack of workers, energy or raw materials, difficulties in obtaining necessary official approvals, pandemics or epidemics, official measures or the lack of incorrect or late delivery from upstream suppliers despite a congruent hedging transaction concluded by 1&1 Versatel) which 1&1 Versatel is obligated to represent (Vertretenmüssen).
If such events make 1&1 Versatel‘s delivery or service significantly more difficult or impossible and the hindrance is not only temporary, 1&1 Versatel is entitled to withdraw from the contract.
In the event of temporary obstacles, the delivery or service deadlines are extended or the delivery or service dates are postponed by the period of the hindrance plus a reasonable start-up period.
If the customer cannot reasonably be expected to accept the delivery or service as a result of the delay and he is not responsible for this himself, he can withdraw from the contract by immediately notifying 1&1 Versatel in writing.

5.3 If hardware and software upgrading which was not foreseeable by 1&1 Versatel at the time of signing the contract is needed within the framework of the installation tasks to be contractually provided by 1&1 Versatel at site of the customer, the deadline for making such upgrading available also depends on the delivery by the corresponding subcontractor. 1&1 Versatel is not responsible for delays as a result thereof.

5.4 If not agreed otherwise, the following is applicable: Saturdays, Sundays as well as all national and regional holidays are considered non-working days. 1&1 Versatel‘s regular working hours on working days are between 8 a.m. and 6 p.m.

6 Prices and Terms of Payment

6.1 Fees

6.1.1 The customer is obliged to pay the contracted fees at the appointed time. The amount of the fees to be paid by the customer is determined by the individual agreement entered into with the customer and, alternately, as from the product-specific price lists applicable at the time of conclusion of the contract. Unless expressly otherwise agreed, the fees to be paid are net fees plus applicable VAT.

6.1.2 The monthly fees, independent of usage, (e.g. monthly basic prices or flat rates) are to be paid, beginning from the first day of activation or any other initiated provision of contractually deliverable services with fees applied and payable proportionally for first month of usage and thereafter in advance for each calendar month unless otherwise agreed upon. All other fees are to be paid after provision of service. This applies particularly to all usage dependent services (e.g. usage-dependent telephone or online connections) and also to all one-time fees (e.g. fees for access provision).

6.1.3 One-time access provision fees and usage independent fees (e.g. monthly basic prices) are as per the contracted or connected individual location unless otherwise agreed. . 1&1 Versatel is authorised to demand payment on account of reasonable amounts after the conclusion of the contract (e.g. by 1&1 Versatel‘s order confirmation) and/or as per progress in the installation. Other remuneration, in particular, for special services that are not covered by the agreement or, alternately, usual scope of services, are charged for according to the applicable hourly rates for 1&1 Versatel‘s qualified workers given in the price list and according to the effort expended (e.g. material costs).

6.1.4 The customer‘s obligation to pay the agreed upon fees does not become inapplicable by the fact that the customer has not availed the service himself, but that it has been availed by a third party, unless the customer can prove that the usage cannot be charged to him. The customer is obligated to notify 1&1 Versatel about unauthorised usage immediately.

6.1.5 Construction costs and right of withdrawal for areas not yet developed

6.1.5.1 At the time of the conclusion of the contract due to the necessary involvement of third carriers, particularly Telekom Deutschland GmbH, 1&1 Versatel cannot make a binding statement, that all connections which are dependent on third party advance deliveries can actually be provided in the intended way. There will not be a final acknowledgement of 1&1 Versatel before the third carriers acceptance of the order. Offers from or contracts with 1&1 Versatel therefore are subject to and under the condition precedent of the actual feasibility of the offered services by 1&1 Versatel in the intended connectivity way and of the actual feasibility of the necessary third carrier advance deliveries.

6.1.5.2 If connections can not be provided in the intended way by the third carrier (e.g. according to information Telekom: APL full), a connection may only be possible through a previously not already calculated alternative connection, either an alternative connection with other performance parameters (possibly with previous construction work of the third carrier) or a homemade 1&1 Versatel construction work will be required. 1&1 Versatel will inform the customer immediately about it, if one or more connections can not be provided in the originally intended way and whether and at what costs alternative connections can be offered or what the costs of the construction work for the creation of the requested connection will be. 1&1 Versatel in this case may require from the customer a reasonable construction cost subsidy to cover the necessary costs of constructing the connection or make an offer for an alternative connection with a modified price. 1&1 Versatel will make a written offer to the customer about that. The customer may reject the new offer and cancel the original order or contract if the new price in total should exceed the original offer by more than 10 %. In case of customer‘s rejection the contract is considered not to be concluded.

6.1.5.3 Right of withdrawal for areas not yet developed
If the property to be connected to the public telecommunications network is located in an area not yet developed by 1&1 Versatel and the development of the area has not yet been decided, 1&1 Versatel may withdraw from the contract if 1&1 Versatel decides that the area will not be developed by 1&1 Versatel. An area shall be deemed not to be developed if there is no branch cable for telecommunications lines in the street in where the property is located.

6.2 Invoicing

6.2.1 For the contents of the invoice and for partial payments for the provision of publicly available telecommunication services, the legal regulations of the Telecommunications Act will apply.

6.2.2 As a rule, invoicing will follow monthly; however, 1&1 Versatel reserves the right to issue an invoice at shorter or longer intervals as well which will not affect, however, 6.4.1 and the payment periods.

6.2.3 If the customer has ordered several products or services of 1&1 Versatel, 1&1 Versatel has the right to create a comprehensive invoice for the customer if he has given the same invoicing address for the services and has specified the same account in the direct debiting authorisation [Einzugsermächtigung].

6.2.4 The invoice is made available to the customer in paper form or online in electronic form (hereinafter „online invoice“).

6.2.5 If an online invoice has been agreed upon, 1&1 Versatel will send the customer an electronic message to an email address stipulated by the customer as soon as the online invoice can be viewed in the customer´s portal. The customer can also be sent an online invoice direct to an email address stipulated by him as an alternative. With the receipt of this email, the online invoice is considered to have been delivered. The customer must ensure that his email address and his mailbox are working and are able to receive mails and that he regularly checks this and regularly downloads his incoming mails so that he can immediately be aware of incoming messages.

6.2.6 If the customer is entitled to input tax deduction [Vorsteuerabzug], 1&1 Versatel will provide online invoices free of charge upon request with a qualified electronic signature according to § 14 Para. 3, UStG (German VAT Act). The customer must provide evidence of his entitlement to input tax deduction to 1&1 Versatel upon request.

6.2.7 The remuneration for the service offers of third parties, in particular for the use of special telephone numbers that are utilized via 1&1 Versatel‘s services, can be claimed by 1&1 Versatel and therefore can be invoiced if internal agreements have been made between the third party and 1&1 Versatel for accounting for these services. For the offer of publicly available telecommunication services, § 62 of the TKG is applicable.

6.3 Complaints

6.3.1 The §67 of the German Telecommunications Act (TKG) applies in the case of complaints on invoices in the area of application, i.e. including for accounting for connection fees, prepaid products and limited flat rates (with time or volume limits) [unechte Flatrate]. The time limit for complaints is eight weeks after receipt of the invoice. The reason for the complaint must be clearly and conclusively demonstrated.

6.3.2 Otherwise, apart from that, the following apply: the customer may object to an invoice and the balance given in it within a time period of eight weeks from receipt of the invoice. The reason for the complaint must be clearly and conclusively demonstrated. 1&1 Versatel will particularly mention the time limits and the consequences of neglecting the time-related notification periods in the invoice. Upon expiration of this time limit, the invoice amount or the balance is considered accepted.

6.4 Due date / terms of payment

6.4.1 All remunerations are due without deductions and, at the latest, within 10 days from receipt of the invoice unless agreed to otherwise.

6.4.2 Unless otherwise agreed, the customer will provide 1&1 Versatel with a direct debiting authorisation or a SEPA Direct Debit Mandate which must be renewed by the customer every 36 months upon request of 1&1 Versatel in order to simplify payment procedures. In the case of accepting other methods of payment, 1&1 Versatel may require reimbursement of expenses for any extra expense according to the applicable product-specific price list at the time of conclusion of the contract. The customer‘s right to prove that 1&1 Versatel has incurred no expense or has incurred less expense remains unaffected.

6.4.3 If the customer has given 1&1 Versatel direct debiting authorisation or a SEPA Direct Debit Mandate, 1&1 Versatel will collect the invoiced amount from the customer‘s account on the due date at the earliest. The customer must provide for adequate funds to cover charges collected by direct debiting from the account specified.

6.4.4 The customer will bear the costs for a debit balance not realised or returned unpaid if he is at fault for this. 1&1 Versatel is authorised to demand a lump sum reimbursement of expense according to the applicable product-specific price list and the price list ‚Komfort- und Serviceleistungen‘ (comfort and service features) valid at the time of conclusion of the contract. The customer has the right to prove that no expense or a lower expense was incurred due to the reversal.

6.4.5 If the customer has not provided 1&1 Versatel with direct debiting authorization, the invoiced amount specified in the invoice must be credited to 1&1 Versatel‘s account on the due date at the latest.

6.5 Exercising a set-off / right of retention

6.5.1 The customer only has the right to exercise a set-off in regards to 1&1 Versatel‘s demands if his counter demand is uncontested or has been legally decided with final sentence.

6.5.2 The customer is only authorised to claim his right to applicable withholding if his counterclaim is based on the same contract, is uncontested or has been legally decided with final sentence.

6.6 Default of payment/service disruptions/blocking

6.6.1 Default of payment

The customer is in default of payment if he has not paid within 10 days of the due date at the latest and after receipt of an invoice or a comparable payment schedule. If the customer is in default of payment, 1&1 Versatel is authorised to demand late payment interest at the legal rate. The assertion of further damages due to delay remains reserved.

6.6.2 Blocking and other rights to refuse performance

- 1&1 Versatel‘s right to block the customer‘s publicly available voice communication and internet access services is determined by legal regulations, in particular, according to § 61 of the TKG.
- 1&1 Versatel‘s other legal rights, in particular, to refuse performance (e.g. blocking or withholding) according to other services than those publicly available voice communication and internet access services in the case of default remain unaffected.

In particular, 1&1 Versatel is authorised to do this

- if the customer is in default of payment for not only a minor amount (normally the ammount of two monthly rates);
- if the customer violates his duties (Point 7) and 1&1 Versatel cannot be reasonably expected to continue providing service due to this;
- if the connection is manipulated by third parties;
- if there is good cause for termination without notice [Kündigung aus wichtigem Grund];
- if there is an exceptional rise in the number of connections and in the amount of the fees payable to 1&1 Versatel and there are facts justifying the assumption that the customer will object to these fees payable.

As a rule, 1&1 Versatel will announce the blocking in writing, by telephone, per SMS or per e-mail in advance. 1&1 Versatel will limit the blocking to specific services as far as it is technically possible and reasonable. 1&1 Versatel will maintain the blocking only so long as there is reason for it.

- Even in the case of a justified blocking or a withholding of service, the customer is obliged to pay the agreed upon fees. In the case of the justified blocking, 1&1 Versatel is also authorised to invoice the customer for a lump sum reimbursement of expenses for the blocking and for the reconnection. The amount of the lump sum is determined by the corresponding product-specific price list. The customer has the right to prove that related expenses were not incurred or were of a lower amount.

6.7 Security of Payment
1&1 Versatel is entitled to satisfy its demand from the customer‘s security as provided by contract when the customer is in default of payment of any amount due. If 1&1 Versatel satisfies itself of this security, the customer is obliged to renew it immediately at the agreed amount if the contract is continued.

7 Customer´s Duties to Cooperate including Customer’s Supplies

7.1 The customer places the order for the 1&1 Versatel services and conclude the contract exclusively for his commercial trading or freelance work. If he does so for his private use, he must expressly inform 1&1 Versatel of that fact.

7.2 The customer provides 1&1 Versatel with all of the information that is required for the operation and installation of the contractual services, such information being complete, provided in time and correct.

7.3 The customer names a responsible and empowered person for the purpose of reaching agreements with 1&1 Versatel in connection with the planning, making available, service provision and the deinstallation with regard to the required work prior to, during and after the contractually agreed service period.

7.4 The customer must immediately inform 1&1 Versatel of all contract-relevant changes, especially regarding any change in his name, his company´s name, the legal form, his address and invoicing address, his bank details, the point of contact named by him and fundamental changes in his financial circumstances (e.g. changes of corporate forms, an assignment of rights from the contract, the filing of an application for insolvency proceedings, an inability to pay) without delay.

7.5 The making available and the provision of the services by 1&1 Versatel and the technical equipment this necessitates, makes it necessary for the provision and continuous supplying of infrastructural equipment and services by the customer, his landlord or the owner of the building in time. These are installation and positioning possibilities for the telecommunication terminal equipment that are to be provided by the customer for the service, a power connection, a suitable earthing device with a potential equalizer and a building cabling (also referred to as in-house cabling) that is suitable for the ordered telecommunication service. When asked by the customer, 1&1 Versatel shall inform the customer of all of the infrastructure equipment and services that are required for the provision of the service either upon or after conclusion of the contract. The customer is to provide such equipment or services during the term of the contract at his expense, it also being responsible that they are always in a functioning and correct state. The installation and handing over of the services to the customer in the building takes place at the POD/APL (Point of Demarcation/Abschlusspunkt Linientechnik) () in the connection space that is normally located in a room in the basement of the building that is to be connected. Should the customer request the installation and handing over of the services at a place of connection other than the APL on the site or in the building, a required in-house cabling that might possibly need to be created between the APL and the required place of installation in the building, is not a part of the services provided by 1&1 Versatel and the customer is to provide this by the date on which the service is to be made available at the latest, this then being uphold during the term of the contract. 1&1 Versatel is not responsible for a loss or restriction of service that is caused by restrictions to the equipment or services that are the responsibility of the customer.

7.6 Property and building connection

7.6.1 Insofar as the laying of telecommunications lines and the creation of connection facilities is necessary for the connection of the customer, the special cooperation of the customer and the property owner(s) or other beneficiaries in rem is required. 1&1 Versatel therefore requires permission from the real beneficiary of a property (usually the owner) to build and use a house connection and, if necessary, further inhouse cabling by concluding a usage contract. The customer is obligated to support 1&1 Versatel with all efforts in obtaining the contract and to work towards the conclusion of the contract with the person entitled in rem. If approval is not granted by the person entitled in rem, the customer is obliged to obtain all information from them about how the house connection and any inhouse cabling that may be required (fiber optic cable laying, house lead-in, connection room, APL, cable distributor, breakthroughs) without endangering facilities can be established on the property and in the building so that 1&1 Versatel can, if necessary, carry out construction work on the basis of its legal rights in accordance with Section 134 Telecommunication Act..

7.6.2 If the customer is the sole beneficiary in rem, in particular the sole property owner, by placing the order he declares his general consent to the professional production and use of the house connection required for the commissioned telecommunications service and any additionally commissioned inhouse cabling on his property and in the buildings to be connected by 1&1 Versatel. The customer will provide 1&1 Versatel with all the necessary information immediately after conclusion of the contract and at the latest by the start of the construction work so that any risk of damage can be ruled out in advance. Information about the construction measures planned by 1&1 Versatel and possibly presented with a plan that is provided too late, incompletely or incorrectly shall be at the expense of the customer. The right of use means that 1&1 Versatel is entitled to the exclusive, unlimited and unconditional use for telecommunications purposes and to provide direct or indirect services to the users on the property and in the building as well as to and after completion of the house connection and any inhouse cabling may carry out all work in the buildings on it and install all necessary devices that are required to check, suppress, expand and maintain the house connection and inhouse cabling. This right also extends to the (joint) use of already existing empty pipe capacities, supply shafts and inhouse cabling and to their necessary upgrading and expansion.

7.6.3 If the customer is not the sole beneficiary in rem, in particular only a co-owner, he will also obtain the formal permission of the other co-beneficiaries, in particular co-owners (possibly through a corresponding resolution of the owners‘ meeting).

7.6.4 Claims on property by 1&1 Versatel may not exceed a necessary and reasonable burden.

7.6.5 The house connection and any commissioned inhouse cabling are only connected to the land and soil of the property or inserted into the building on the property for a temporary purpose within the meaning of § 95 BGB (German Civil Code), these things are only apparent components and remain the property of 1&1 Versatel.

7.6.6 1&1 Versatel may reject the order or terminate a contract that has been concluded without notice if the customer does not submit the license agreement based on the template provided by 1&1 Versatel or adequate approval from the beneficiary in rem within one month of submitting the order, or if an existing license agreement is terminated by the beneficiary in rem. The same applies if the legally existing authorization to establish and use a house connection and, if applicable, inhouse cabling is denied or is repealed or changed with an amendment to the law. The customer will in the event of a change in the person entitled in rem during the term of the contract, unless section 566 of the German Civil Code (Bürgerliches Gesetzbuch) applies, immediately provide a corresponding license agreement for the new owner or other person entitled in rem or take suitable precautions to ensure that a license agreement concluded with 1&1 Versatel also includes the new legally binding on the owner or other person entitled in rem. 1&1 Versatel must be notified immediately in text form of any change in ownership.

7.7 If 1&1 Versatel is to or has installed technical equipment on the customer´s land or in his rooms, the customer must allow 1&1 Versatel´s staff or its vicarious agents access to the technical equipment at all times by appointment as required in as far as this is necessary for the provision of the service (e.g. for troubleshooting or the remedying of a defect) and as is reasonable for the customer. The customer is obliged to cooperate with the scheduling of necessary on-site work for the installation, troubleshooting and deinstallation of 1&1 Versatel, its vicarious agents and integrated third-party carriers (in particular Telekom).
1&1 Versatel will inform the customer in good time in advance about all required cooperation duties. For this purpose 1&1 Versatel can send contract-related notices to the customer directly or via a vicarious agent or third-party carrier to the postal address or email address provided by the customer. Failure to cooperate as required may result in delivery delays and costs (e.g. cancellation costs and

technician costs). The same applies if access is required at the end of the contract for the removal of 1&1 Versatel´s technical equipment. Should it be necessary for 1&1 Versatel to access external land in order for it to provide the contractual service at the place of installation, the customer is to ensure that the required access is made possible and that any approvals are obtained for this.

7.8 The customer must protect 1&1 Versatel‘s technical equipment from unauthorized access by customer’s own staff or by third parties, not manipulate it himself and in the case of visible damage or faults to such technical equipment, inform 1&1 Versatel immediately. All interventions or action, including those on the land property or in the rooms (e.g. construction and renovation work) that could impair the functioning of 1&1 Versatel‘s equipment must be agreed upon with 1&1 Versatel in due time.

7.9 The customer commits himself to exclusively connecting any hardware terminal equipment and/or software that complies with the relevant legal relations and whose connection to public telecommunication networks is permitted, to 1&1 Versatel´s technical equipment and/ or only to using such. The customer agrees to protect 1&1 Versatel´s connection from effects of external voltage and/or magnetic influences and not to cause any danger to the physical and logical structure and functionality of the networks used as part of the customer´s usage of 1&1 Versatel´s services.

7.10 The customer may not disclose user names and passwords or code words that may have been given to him to third parties and must protect unauthorized third parties from accessing them. The customer agrees to change or have changed the passwords and code words if there is reason to believe that unauthorized persons could have knowledge of the passwords/code words. It is recommended that passwords and code words be changed at regular intervals for security reasons.

7.11 The customer ensures the observance of recognized principles of data security against all kinds of data loss, data damage, transmission errors or other malfunctions under his own responsibility. No backup of customer’s data by 1&1 Versatel is part of the scope of 1&1 Versatel’s services unless it has been expressly agreed to.

7.12 Unless expressly mentioned in the contract or in the other product-specific documents, the customer may neither allow third parties the permanent sole use of the contractual services nor make available services of any kind that are based on 1&1 Versatel‘s services without 1&1 Versatel‘s prior written approval. The unauthorized transfer of use and unauthorized resale entitles 1&1 Versatel to termination without notice after an unsuccessful reminder.

7.13 The customer is responsible for the content that he makes available to third parties even if he uses 1&1 Versatel‘s technical services for this purpose; such content is generally considered to be third party information by 1&1 Versatel. It is expressly forbidden to offer, retrieve, transmit and provide illegal or unethical content and/or information or to refer to such offers via the services made available, in particular if these incite racial hatred, glorify or play down violence and war, incite others to commit crimes, are sexually repellent according to §§ 130, 130 (a) and 131 STGB (Strafgesetzbuch/German Penal Code) or are pornographic according to § 184 StGB, disregard the dignity of human beings and/or are in a position to seriously endanger children and the youth morally or affect their well-being. The use of 1&1 Versatel‘s services is also not permitted for behavior that can be construed as a threat or an insult or causes damage to 1&1 Versatel or to third parties.

7.14 The customer must not improperly use the services provided, particularly:

- he must not transmit or submit any information, data or other objects (e.g. unauthorized advertising, damaging programs) if the transmission or submission is prohibited by law, such as phone calls and/or data transmissions by which others are damaged, harassed or threatened;
- with outgoing calls, the customer must not link and overwrite the geographic telephone number with another non-geographic telephone number and submit it to the public telecommunications network if the customer does not have the right to use the linked telephone number and it is a number from the German number range. Telephone numbers for information services, mass services or premium services as well as numbers for speed dialing services and the emergency numbers 110 and 112 must not be linked as additional telephone numbers and transmitted to the public telecommunications network by the customer;
- he must refrain from activities that could lead to an overloading of the network capacity of 1&1 Versatel´s telecommunication network or of the telephone networks that are available through 1&1 Versatel´s mobile telephone network or such that are used for the interconnection of telecommunication networks, e.g. the Internet (by using the 1&1 Versatel speech connection for a systematic and automated connection so that switched connections can be scanned);
- he may only connect voice modules for voice connections and data modules only for data connections in as far as this is provided for by the product;
- with the unauthorized sending of emails to third parties for advertising purposes (junk/spam mails), the unauthorized posting of messages in newsgroups for advertising purposes (spamming, excessive multi posting, excessive cross posting) or a random or improper dissemination of data in another form (e.g. prohibition of the blocking of external computers);
- the unauthorized accessing of an external computer system (hacking);
- a conducting of a search of networks in order to find open ports, i.e. accessing computer systems (port scanning);
- an incorrect configuration of server services (especially including proxy services, news services, mail services and webserver services) that result in an unintentional replication of data (dupes, mail relaying);
- a falsification of mail and news headers in addition to IP addresses (IP spoofing);
- the use of falsified websites (phishing) and
- by disseminating computer viruses and worms.

7.15 If 1&1 Versatel offers software updates or upgrades for technical services (e.g. CPE, router) that have an influence on the functionalities of the contractual performance, the customer will be notified of this in writing or inform by email. 1&1 Versatel advises that the download and the installation of software updates or upgrades are mandatory prerequisites for the unrestricted use of all functionalities of the contractual services.

7.16 Should 1&1 Versatel provide services at customer sites outside Germany, the customer is to use the same conform with the obligations stated herein in addition to the laws having validity at the place of connection and service, in addition to him adhering to official and court of law stipulations.

7.17 The customer agrees and acknowledges that all obligations he has from the contract are also fulfilled by third parties who use the contractual services that are provided to him.

7.18 If the customer fails to meet his duties and obligations through his own fault, 1&1 Versatel may demand compensation for the resulting damage including possible additional related costs, or it may terminate the contract that forms the basis for this extraordinarily after a warning has been issued and a reasonable deadline set. Furthermore, 1&1 Versatel is entitled to block the corresponding service or the functionality, from which the damage in the case of any misuse and/or illegality originated should there be a justified suspicion of such a breach of duty, and to delete the contents and inform the responsible authorities. The customer will be informed of such a blocking/deletion without delay. The customer indemnifies 1&1 Versatel for all justified claims that third parties might assert against 1&1 Versatel due to the violation of any of these duties unless he can prove that he has not caused the violation that resulted in the damage.

8 Contract Term and Termination

8.1 Basic Products, Bundle Products and Optional Services
Terms and periods of notice result from the provisions listed in Section 2 of the General Terms and Conditions, in particular from the contract documents themselves and the product-related price lists. If no or no different priority agreement is made, the following applies:

- The contract for a basic product, a bundle product or an optional service is concluded with an initial minimum contract term of 12 months.
- The contractual relationship can be terminated by both contracting parties with a notice period of three months for the first time at the end of the minimum contract period.
- If the contract is not terminated in due time, the contract for basic product and bundle products is extended by a further 12 months (automatic contract extension) and can be terminated with a notice period of 3 months to the end of the contract period and the contract for an optional services is extended for an indefinite period and can be terminated with one month‘s notice.
- In the case of framework agreements and several products or optional services commissioned at the same time, the agreed terms and notice periods apply separately to each individual service unless otherwise expressly agreed.
- The initial minimum term begins on the contractually agreed date. In the absence of such an agreement, the term begins on the date of the first complete activation or operational provision of the contractually agreed services.

8.2 Ratio of the basic product (including bundle product as a basic product) to optional services according to terms and terminations

- Insofar as optional services based on a basic product (including Changes) are ordered while the initial minimum term or contract extension period of the basic product is still ongoing and the minimum term oft he optional service will end after the current end of the minimum contract term of the basic product, the term for the basic product is also extended to the new end date of the ordered optional service.

- If the customer has already terminated the required basic product at the time of ordering an optional service or a change to an optional service, this cancellation made by the customer will be reversed with the booking order and the contract end date of the basic product will be changed to the new contract end date of the booked optional Services extended. The termination of the base product is canceled by mutual agreement. During the initial minimum term of the newly ordered optional service, the shorter notice period at the end of the minimum term for the optional service also applies once for the basic product. After the first automatic contract extension of the optional service, the original extension time and notice period for the basic product come into effect again.
- The regulations contained in the two preceding paragraphs apply accordingly if a further optional service dependent thereon is ordered in addition to an optional service based on a required basic product.
- If the basic product is terminated after the termination or contract cancellation, all the services booked on it will automatically end at the same time as the contract period for all optional services booked on this basic service at the end of the basic product.

8.3 Both parties' right to a termination without notice for good cause remains unaffected. For 1&1 Versatel, good cause exists, e.g. if

- the customer is in default of payment for two contiguous months for payment of not minor amounts of the fees due or for a period of longer than two months for an amount that corresponds to the average due amounts for two months;
- insolvency proceedings have been rejected due to lack of assets, or proceedings for his dissolution, liquidation or its conclusion and/or settlement have been initiated.
- the customer has shut down his business or become insolvent;
- the customer has ultimately hindered or seriously prejudiced for a period of more than one day the full installation and production of services that are subject to the contract by culpable breach of duty or omission that continuing with the contract is not reasonable;
- the customer otherwise seriously violates his contractual duties, in particular, his duties to cooperate;
- the customer behaves in any other manner contrary to the contract, including all the violations of criminal-law provisions resulting from the customer relationship, and the misuse of the contracted services including the deterioration of service quality and functionality.

8.4 If 1&1 Versatel is in default of delivery of the services to be provided, liability is governed by the provisions specified in Point 13 unless agreed otherwise in individual contracts or by the provisions in Point 2. In the case of termination without notice for good cause of the contract, this requires that 1&1 Versatel would fail to comply with the minimum deadline of 10 workdays to deliver performance or supplementary performance which has to be set by the customer, independent of the further prerequisites.

8.5 Unless otherwise agreed upon, each notice of termination must be in a written form for evidence purposes or it can be in the form of a legally binding signed notice of terminations that is sent as a fax, computer fax, an email attachment or a signed text that is copied into the email. The notice of termination according to § 649 BGB (Bürgerliches Gesetzbuch/German Civil Code) for work performances is excluded.

8.6 1&1 Versatel will carry out the change of the provider (Anbieterwechsel) according to the legally applicable provisions given in § 59 of the TKG.

8.7 If 1&1 Versatel terminates the contractual relationship without notice for good cause arising from the customer's responsibility, the customer is obligated to compensate 1&1 Versatel for the resulting damage. 1&1 Versatel may claim damages in lump sum in the amount of the fixed monthly basic prices or the monthly minimum fee in the case of rates without a fixed, basic price which the customer would have had to pay from the effective date of the extraordinary termination up to the next ordinary termination date. The customer has the right to prove that 1&1 Versatel has incurred no damage or less damage due to the termination.

8.8 An earlier termination of an already concluded contract is generally not allowed except in cases specified by the law (e.g. under § 314 of the German Civil Code). In exceptional cases, 1&1 Versatel may agree to an earlier termination by mutual consent. The consent to early contract termination always depends on payment of compensation. The amount of the compensation is determined by 1&1 Versatel for each case and, as a rule, comprises the turnover to be calculated up to the regular end of the contract less interest that would be applicable for a lump sum prepayment (discounting).

8.9 If 1&1 Versatel's provision of service is dependent on advance performance of services of third parties (e.g. telecommunication providers), 1&1 Versatel is entitled to terminate the contractual relationship extraordinarily if the advance service by third parties is not made available or if the basic contractual relationship is terminated by the third parties. 1&1 Versatel agrees to inform the customer immediately about the non-availability of the service and refund any advance services already provided. In this case, the customer is only entitled to compensation for damages if the termination was caused by 1&1 Versatel with intent or gross negligence.

9 Acceptance of performance

9.1 Unless not otherwise defined under Point 2 of the listed documents, 1&1 Versatel's services will be considered accepted if, within ten working days of the written notice of the provision of services by 1&1 Versatel and readiness for acceptance, the customer does not refuse acceptance in writing. The timely receipt of the refusal of acceptance is decisive for adhering to the deadline. 1&1 Versatel will expressly inform the customer of the implication of his silence through 1&1 Versatel's notification of the provision. At customer's demand, 1&1 Versatel will prepare an acceptance protocol.

9.2 1&1 Versatel can, unless otherwise agreed upon, provide part deliveries or partial services for the acceptance (partial acceptance). This is applicable for finalised working stages or functioning partial services (e.g. location connections) for fulfilling the total service.

10 Amendment to the Contractual Agreements

10.1 1&1 Versatel is authorised to modify the agreed upon fees in the case of changes in the

- Applicable VAT
- Fees/costs due to changes in law or governmental or legal decisions e.g. the Federal Network Agency (Bundesnetzagentur BNetzA) based on it from that time onwards and to the amount of the change, for the future, through a one-sided explanation to the customer.

10.2 1&1 Versatel is entitled to amend the contractual agreements with a unilateral declaration should such amendments be to the benefit of the customer, are of a purely administrative nature and have no negative effects on the customer or the changes are directly required by Union law or national law.

10.3 1&1 Versatel is entitled to modify the agreed services should this be necessary for a good reason or should this be unforeseeable at the time the contract was concluded, as long as the modification is reasonable for the customer and should the performance and counter performance ratio not be substantially altered to the detriment of the customer. A good reason is deemed to exist should new technical developments make a service modification necessary due to the fact that the service can no longer be provided in the previous contractually agreed form, should new or amended statutory or other sovereign regulations make a service modification necessary or should a sub-supplier no longer supply its regulated advance performance products or should it replace them with other comparable advance service products. The modification is deemed to be reasonable should this not result in fundamental restrictions of the services used by the customer or should an alternative service with a substantially comparative performance be available. The customer can terminate the contract subject to a time limit of three months after he has received the modification notification, with validity for the date on which the modification takes effect. 1&1 Versatel shall inform the customer of his termination right in the modification notification.

10.4 1&1 Versatel also reserves the right to make unilateral changes to these General Terms and Conditions for Business Services, the product-related BGB/Description of services/price lists or other contractual agreements, provided this happens for important reason and the change is reasonable for the customer, especially the relationship between performance and counter-performance (quid pro quo) is not significantly shifted to the disadvantage of the customer.
The customer can terminate the contractual relationship within 3 months after receipt of the change notification, at the earliest for the date when the change takes effect. In the change notification, 1&1 Versatel will inform the customer of his right to terminate in a timely and formal manner.

11 Reduction of Service, Force Majeure

11.1 1&1 Versatel is authorised to modify services (e.g. in the case of software updates or upgrades) or to reduce them temporarily or to stop them if this is required due to a court decision or a governmental measure for reasons of public safety or for the safety of the network operation to maintain the integrity of the network, for the interoperability of services, for ensuring data protection, to prevent illegal use or misuse or if it is required for improving service.

11.2 The same is applicable for reduction in service or stoppages that occur due to required maintenance, installation and reconstruction activities. 1&1 Versatel will inform the customer about measures of the above kind and about the required construction measures. 1&1 Versatel will make all reasonable efforts to keep the reductions to a minimum and to remove them at the earliest point in time.

11.3 If the reductions or stoppages of services, especially temporary disturbances or interruptions in 1&1 Versatel‘s service, are due to force majeure, 1&1 Versatel is exempted from providing its services for the corresponding period of time and the customer cannot claim a right in relation to such reductions. Force majeure includes all the obstacles to service that are not attributable to, foreseeable by, or avoidable by 1&1 Versatel and are external to 1&1 Versatel‘s sphere of influence. These events include, in particular, acts of nature, fire, industrial disputes (also at third party locations) and an interruption in power supply.

11.4 The above limitations are not taken into account during the calculation of the agreed upon service periods (Service Level Agreements e.g. availability period) i.e. not considered as fault or as downtime, unless these reductions are caused by 1&1 Versatel due to its own intended or negligent behaviour contrary to the contract.

12 Property

12.1 The technical devices (e.g. hardware) and equipment (including transmission pathways) installed or provided for usage within the framework of the contractual agreement remain 1&1 Versatel‘s property unless otherwise agreed upon. The customer must handle and maintain these objects carefully, refrain from any intrusion into them and immediately inform 1&1 Versatel of damage or malfunctions. At the end of the duration of the contract period, they must be immediately returned or sent back to 1&1 Versatel at the customer‘s cost if removal by 1&1 Versatel is not required. If the technical devices have been provided to the customer so that he can receive and access 1&1 Versatel‘s services, the customer has a right which is not transferable not exclusive not licensable to the use of software installed in the technical devices for the duration of the contract. Apart from that, all rights to the software remain with 1&1 Versatel or the corresponding creator [Urheber].

13 Liability

13.1 If one of 1&1 Versatel‘s obligations as provider of publicly available telecommunication services is subject to compensation for material damage to an end user and this damage has not been caused by an intentional or grossly negligent action by 1&1 Versatel, then 1&1 Versatel‘s liability is limited to a maximum of 12,500.00 Euro per end user. If 1&1 Versatel is obliged to pay damages or compensate several end users for the same event, the liability is limited to a total of 30 million euros. If the liability for damages or compensation towards several beneficiaries due to the same event exceeds the maximum limit in accordance with sentence 2, the compensation or compensation will be reduced in the ratio in which the sum of all damage or compensation claims is up to the maximum limit. The limitation of liability according to Clauses 1 to 3 is not applicable for claims of compensation for damage that results from delay in payment of compensation.

13.2 For material damage and for financial damages that are not covered under 13.1, 1&1 Versatel is unlimitedly liable in the case of intent and gross negligence. Apart from that, 1&1 Versatel is liable only in the case of a culpable violation of such duties whose fulfilment makes the proper execution of the contract possible generally in the first place and whose fulfilment the customer may ordinarily rely on whereby the liability is then limited to claims of the contract-typical and foreseeable damages. What is considered as contract-typical and foreseeable damage is set at a maximum value of 12,500.00 €.

13.3 The limitation of liability does not apply to cases of mandatory statutory liability, particularly for damage to life, body or health, liability pursuant to § 82 BDSG (Bundesdatenschutzgesetz/German Data Protection Act) and according to the ProdHaftG (Produkthaftungsgesetz/ product liability act) in the case of accepting a guarantee (Garantie) for the quality of the service or for malice.

13.4 1&1 Versatel is liable according to the above mentioned clauses for the customer‘s loss of data only to the extent of being at fault and only if the customer has saved his data daily (electronic backup) and if the data can fully be restored from backup within reasonable effort.

13.5 1&1 Versatel is liable for damage causing events or disruptions (including a telephone call not being connectable or being interrupted) which are caused by transmission paths or transfer and exchange facilities of other third parties, particularly of other providers or network operators only if and when and to the extent that 1&1 Versatel is entitled to compensation claims against the other providers and third parties. 1&1 Versatel can fulfil its obligations to the customer by declaration of assignment of these compensation claims. Any further liability for 1&1 Versatel is excluded in such cases. This does not apply if the events causing the damage or interruption are culpably caused by 1&1 Versatel or its assistants or its vicarious agents.

14 Credit Check and Provision of Security

14.1 If justified suspicions exist regarding the customer‘s creditworthiness before or after conclusion of the contract (e.g. because this may be expected based on information obtained that the implementation of demands on the customer will be met with major difficulties or because he is in default with obligations from other (existing or future) contracts and such contracts have not been transacted according to the contract or comparable cases exist) then 1&1 Versatel can demand a reasonable security (e.g. in the form of an interest bearing deposit or a directly enforceable guarantee from a financial institution based in the EU). 1&1 Versatel can limit or block its services to an extent if the customer does not provide the deposit or does not provide it for the adequate amount, the existing security is not adequate protection for cases of claims (e.g. if the customer has provided an affirmation in lieu of an oath or has not complied with a demand to provide it) or another serious reason exists (e.g. the customer has provided incorrect information or there is justified reason to believe that the customer uses or will use the services for purposes of misuse). A security that may have been provided will be released at the end of the contractual relationship when the customer has settled all accounts with 1&1 Versatel.

14.2 1&1 Versatel is authorised to off-set the security against such account debts that the customer has not settled in spite of their being overdue and reminders issued. 1&1 Versatel must return the security if the above prerequisites no longer exist.

15 Information and Credit Agencies (i.e. SCHUFA/Boniversum)

15.1 1&1 Versatel is authorised within the framework of the solvency check and to protect itself from default of receivables to obtain information about the customer through information provided by credit agencies. Over and above that, insofar as this is required for the execution of contract and if the customer has allowed it, 1&1 Versatel is authorised to obtain general customary banking information from the bank in charge of his account for investigating creditworthiness.

15.2 Based on the customer‘s corresponding consent, 1&1 Versatel will inform credit agencies in particular, SCHUFA Holding AG (SCHUFA), and/or the Creditreform Boniversum GmbH (Boniversum) of the information regarding the application, admission and termination of the telecommunication contract and will receive information about the customer from these sources. The data transmission and storage takes place within the framework of the data protection regulations and only as far as they are required to safeguard 1&1 Versatel‘s justified interests, those of a contractual partner of the credit agency or the public and as long as the customer‘s interests worthy of protection are not compromised. Independent of that, 1&1 Versatel can also provide SCHUFA/ Boniversum data about behaviour not in accordance with the contract (e.g. termination due to payment arrears, foreclosure). These notifications are provided according to the German data protection law only so far as this is permitted after considering the interest of all affected. SCHUFA/ Boniversum stores and transmits the data to the associated financial institutions, credit card companies, leasing companies, retail agencies (including mailorder businesses) and other companies that provide finance to customers commercially or offer telecommunication services based on the approval provided by the customer. This is done in order to provide an evaluation of the customer‘s creditworthiness. SCHUFA/ Boniversum provides the address details for the purpose of determining the identity of the debtor to companies with which it has a contractual relationship. The SCHUFA only provides objective data without specifying the creditor; subjective value judgements, personal income and assets are not included in SCHUFA information. SCHUFA/ Boniversum makes data available only when a justified interest for the transmission of the data is plausibly demonstrated for a particular case. While providing information, SCHUFA/ Boniversum can additionally inform their contractual partners of a probability value used in evaluation of the credit risk (scoring procedure) from their own data pool. Information about the customer-related stored data is available at the following addresses: SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden, www.schufa.de; Creditreform Boniversum GmbH, Hellersbergstraße 11, 41460 Neuss, www.boniversum.de.

16 Data protection

16.1 1&1 Versatel is authorized to collect, process, store, use or pass on data (particularly traffic and usage data) of the customer within the framework of the contract while observing the correspondingly valid legal or official data protection regulations. The currently valid basis of the data protection regulations is provided on the following website: https://www.1und1.net/datenschutz.

17 Dispute Resolution Process according to § 68 of the TKG

The customer who is neither an operator of telecommunication networks nor is a provider of telecommunication services for the public can apply for arbitration according to § 68 of the TKG in the case of a dispute regarding the regulations given in these specifications with the Federal Network Agency. To do this, he must

address an informal application to the Federal Network Agency with the address as follows: Bundesnetzagentur für Elektrizität, Gas, Telekommunikation, Post und Eisenbahnen, Tulpenfeld 4, 53113 Bonn.

18 Supplementary Regulations for Work and Material Performance and for the Sale of Technical Equipment

18.1 The customer must provide information in regards to possible notification of defects along with a comprehensible description of the fault symptoms in text form, and, as far as possible and as required for verification, drawings, hard copies and other illustrating documents. If in providing the performance of services has been proven to have defects that impair use according to the contract and its contractual or generally agreed to normal functional ability not only in a minor way, the customer then has the right to assert a claim for supplementary performance which can be fulfilled by repair or a new delivery at 1&1 Versatel‘s choice. The customer must grant 1&1 Versatel a reasonable time for the providing the supplementary performance along with the first demand. If the supplementary performance fails twice or 1&1 Versatel refuses the supplementary performance, the customer can reserve the right regarding the affected work performance by either withdrawal from the contract or reduction of the remuneration. In the case of a deviation in performance that does not impair the functional ability in a major way, the customer can only demand the reduction of remuneration.

18.2 If 1&1 Versatel has performed services for searching for a fault after it has been notified and no fault exists, then the customer must bear all related costs caused by that.

18.3 The liability for material defects expires for such services which the customer does not use according to the contractual conditions or the operating manual or for which he has made non-authorised changes or in which he interferes in any way unless he can prove that the intervention was nor the cause of the fault. The liability for material defects also expires when the customer does not complain of them immediately after discovering them, in text form, to 1&1 Versatel.

18.4 In the case of defects of title, 1&1 Versatel warrants that it will provide the customer, at 1&1 Versatel’s choice, a legally unobjectionable opportunity to the contractual service or it will take back the contractual work performance less a reasonable compensation for use. The latter is only permitted when 1&1 Versatel cannot reasonably provide another remedy.

18.5 Customer‘s claims due to necessary expenses incurred for the purposes of subsequent performance, particularly transport routes costs, man and material costs are excluded unless the expenses increase because the subject of performance was subsequently taken to a place other than its contractually agreed upon place of performance.

18.6 Warranty claims expire within one year of acceptance of the corresponding work and material perfomances. This is not applicable to the extent that law mandates a different expiry duration, particularly if 1&1 Versatel has maliciously kept silent about the fault, if the work or services rendered in the creation of a building or another structure or the provision of planning or supervision services for this exist, if 1&1 Versatel has accepted a special guarantee for the quality of the work or services rendered, if damage has occurred by injury to life, body or health or if damage was caused intentionally, by gross negligence or by the slightly negligent violation of a significant contractual obligation.

18.7 In the case of 1&1 Versatel’s sale of technical equipment to the customer, 1&1 Versatel‘s „General Terms & Conditions for Sale and Delivery of Hardware“ is additionally applicable in the version valid at the time of contract closure.

19 Other Provisions

19.1 Transfer of the customer‘s rights and obligations from this contract to an affiliated company according to § 15 German Stock Corporation Act is only permitted with prior written consent from 1&1 Versatel. 1&1 Versatel may only refuse consent due to objective reasons. 1&1 Versatel can transfer rights and duties from this contract to third parties. The transfer is not effective if the customer objects to it in writing within 4 weeks of receipt of a corresponding notification; 1&1 Versatel will refer to this in the notification.

19.2 If the customer is a dealer according to the German Commercial Code (HGB), a corporate body under public law or a special fund under public law or if he does not have a general place of jurisdiction in Germany, the only court of jurisdiction for all disputes arising directly or indirectly from this contractual relationship is that of the corporate office of the 1&1 Versatel company which concludes the contract. 1&1 Versatel, however, reserves the right to initiate legal proceedings against the customer also at his general place of jurisdiction. Any exclusive place of jurisdiction shall remain unaffected in relation hereto.

19.3 German law is applicable for the contractual relationship between the parties.

19.4 Provided that nothing to the contrary has been agreed by the two parties or has been legally mandated, the definitions of § 3 of the TKG and of § 2 of the Telemediengesetz TMG shall apply.

19.5 The applicable currency is EURO [€] unless otherwise agreed.

19.6 Between 1&1 Versatel and the customer it is expressly agreed in the contractual documents in accordance with Section 71 Paragraph 3 of the Telecommunications Act that the application of Sections 52 Paragraphs 1 to 3, 54 Paragraphs 1, 3 and 4, 55, 56 Paragraph 1, 58, 60, 66 and § 71 Paragraph 2 of the Telecommunications Act, insofar as these regulations would be applicable to the customer, for example because he is a micro-enterprise, small company or non-profit-organization, is waived.

19.7 After successful provision of the services, 1&1 Versatel is entitled to use the customer‘s name, brand, and logo in the form present on the customer‘s website, or in the form provided by the customer to 1&1 Versatel for distribution, on 1und1.net and in other advertising materials and in all media as a reference. 1&1 Versatel may refer to the services provided. 1&1 Versatel is free to design the reference and advertising materials and is specifically entitled to determine the context of reproduction freely and without separate consultation with the customer. Approval of the specific advertisement or reference is not required.