

1. Subject matter of the Contract

1.1 DOKOM Gesellschaft für Telekommunikation mbH (hereinafter: DOKOM21) provides its services in accordance with the agreements made between the contracting parties, the service descriptions, the price lists, the following General Terms and Conditions (GTC) and - where applicable - in accordance with the provisions of the Telecommunications Act (TKG, Telekommunikationsgesetz) and the legal ordinances issued on the basis of this Act, which the contracting party (hereinafter: Customer) acknowledges by placing the order or using the service. They also apply to related information, advice and the elimination of faults.

1.2 The TKG shall also apply if no express reference is made to it in the following GTC.

1.3 The GTC shall also apply to all future business relations, even if not expressly agreed to again.

1.4 We object to the incorporation of the Customer's general terms and conditions.

2. Contract conclusion

2.1 All offers from DOKOM21 as well as the associated documents are non-binding and subject to change.

2.2 Unless otherwise stipulated, this Contract shall come into effect upon receipt of the order confirmation from DOKOM21, at the latest upon provision of the service, and shall be governed exclusively by the content of the order confirmation, the service and product descriptions, price lists referred to therein, these GTC and the contract summary in accordance with Section 54 TKG, unless otherwise agreed in the order form. DOKOM21 may refuse to accept the Customer's order without providing any reasons.

2.3 The contract conclusion is subject to the fulfilment of all technical, operational and economic prerequisites.

2.4 DOKOM21 may make the Contract conclusion dependent on the presentation of a written power of attorney, the rental agreement and/or identity card.

2.5 DOKOM21 may make the Contract conclusion dependent on the submission of a Property Use Agreement which ensures the use of the property for work on the domestic service connection as well as for any necessary domestic installation.

2.6 DOKOM21 is entitled to use third parties to fulfil its services. Where DOKOM21 uses third parties to provide its services, these third parties do not become contractual partners of the Customer.

3. Provision of the service

3.1 Dates and deadlines for the commencement of services are determined by the respective individual contractual agreement and are only binding if DOKOM21 has expressly confirmed them in writing.

3.2 The prerequisite for the provision on the agreed date is that, firstly, DOKOM21 correctly receives all the necessary technical and commercial information from the Customer, secondly, the Customer also fulfils its other cooperation obligations (clause 8) and, thirdly, the provision of the services is technically possible.

3.3 DOKOM21 shall be entitled to terminate the contract without notice if the Customer does not submit the Land Use Agreement of the owner or the person entitled to use the land in rem (Clause 2.5 of these GTC) within one month of DOKOM21's request or if the owner or person entitled to use the land in rem withdraws an already issued Land Use Agreement, unless otherwise agreed in the order form.

4. Scope of service

4.1 DOKOM21 shall provide the Customer with access to its existing communications infrastructure and the use of its services. The type and scope of the contractual services shall be determined by the contract and the respective service specifications including the GTC as well as the respective applicable price lists, which can be viewed on the Internet at www.dokom21.de/downloads and www.dokom21.de/downloadsgk.

4.2 Where DOKOM21 provides additional services and services free of charge in addition to the commissioned services and services, these may be discontinued at any time with or without prior notice. This shall not give rise to any claims for reduction in price, refund, or damages.

4.3 DOKOM21's obligation to provide services shall apply subject to correct and timely self-delivery of advance services, insofar as DOKOM21 has concluded a corresponding coverage transaction with the necessary care and the incorrect or untimely performance is not due to DOKOM21's fault. For the purposes of this paragraph, preliminary services shall mean all required hardware and software equipment, installations or other technical services provided by third parties, with the exception of troubleshooting faults pursuant to Section 58 TKG.

5. Hardware and access data

5.1 Any service access equipment and other hardware provided by DOKOM21 on a loan or rental basis shall remain the property of DOKOM21. In particular, DOKOM21 shall also remain the owner of all service and technical equipment and other devices, unless otherwise expressly agreed and declared.

5.2 When service access devices and other hardware are provided on a loan or rental basis, DOKOM21 is entitled but not obliged to perform the configuration as well as the importing of the data and updates necessary for operation on end devices provided for this purpose by means of data exchange. The Customer must grant DOKOM21 appropriate access. If access is denied or made substantially difficult by the Customer, DOKOM21 cannot guarantee the functionality of the hardware and software provided.

5.3 Internet and telephone access data for the connection will be provided to the Customer when the connection is first activated.

5.4 The Customer is obliged to inform DOKOM21 immediately of any impairment of its ownership rights to the hardware provided, e.g. through seizure, damage or loss, and also to notify DOKOM21 in writing within two days of notification by telephone. If the Customer is responsible for this impairment, DOKOM21 may terminate the contract extraordinarily and demand compensation.

5.5 The Customer shall be liable for all damage to or loss of the hardware provided for which it is responsible. If these devices have been used, 20 percent of the net new value per contract year will be credited to the indemnity sum in favour of the Customer. The Customer shall be entitled to prove that DOKOM21 has suffered no loss or a lesser loss.

5.6 If DOKOM21 sells and transfers to the Customer suitable technical equipment for the use of the commissioned services, this equipment shall become the property of the Customer upon receipt of payment of the invoice issued by DOKOM21 in this regard. Until payment of the full purchase price by the Customer, DOKOM21 shall retain ownership. If the Customer's creditors seize the goods sold, the Customer must inform DOKOM21 immediately and indemnify DOKOM21 against all costs incurred by DOKOM21 as a result of the third party claim, insofar as these are necessary and reasonable and are not to be reimbursed by the seizing creditor.

5.7 The Customer may sell the purchased and provided technical equipment at the earliest 6 months after delivery of the hardware or, if this occurs earlier, after termination of the associated access contract.

5.8 The warranty period for new rental and purchased hardware is two years, calculated from the date on which liability is transferred. In the case of second-hand goods, this shall be 12 months. This period shall also apply to claims for compensation for consequential damages, insofar as no claims are made under tort. In principle, the Customer has the choice whether the supplementary performance should take the form of rectification of defects or replacement. However, DOKOM21 shall be entitled to refuse the selected form of subsequent performance chosen by the Customer if it is only possible at disproportionate cost and the other form of subsequent performance has no significant disadvantages for the Customer. If a material defect becomes apparent after six months, the Customer has the burden of proof according to Section 477 of the German Civil Code (BGB, Bürgerliches Gesetzbuch). During the rectification of defects or in the case of replacement delivery, any reduction in the rental or purchase price or the withdrawal from the hardware contract / rental agreement by the Customer shall be excluded.

6. Terms of payment and invoice complaints

6.1 Monthly prices shall be payable pro rata for the remainder of the month, commencing on the day of operational provision. Thereafter, these prices as well as other prices, in particular the consumption-based prices, shall be payable after the service has been used and shall be invoiced to the Customer in the following month.

6.2 The invoice amount is due and payable without deduction upon receipt of the invoice. It must be paid into the specified account within the period stated in the invoice.

6.3 If the Customer has issued a SEPA direct debit mandate, DOKOM21 shall not debit the invoice amount until 5 working days after receipt of the invoice. If, at that time, there are insufficient funds in the account specified by the Customer for reasons for which the Customer is responsible, DOKOM21 shall be entitled to charge the Customer for the cost of a direct debit returned by the financial institution. For other methods of payment, DOKOM21 reserves the right to charge for the additional administrative effort according to the price list per payment transaction.

6.4 The Customer shall notify DOKOM21 immediately of any changes to its bank details and shall then issue a SEPA direct debit mandate again. In the event that the SEPA direct debit mandate is not issued or is revoked, DOKOM21 may charge a processing fee for the increased administrative processing per invoice in accordance with the valid price list until a proper SEPA direct debit mandate is (re)issued.

6.5 Objections to the amount of the usage-dependent prices, e.g. connection prices or prices for data transfer, must be raised by the Customer in writing immediately after receipt of the invoice. Objections must be received by DOKOM21 within eight weeks of receipt of the invoice. Timely dispatch (date of postmark) is sufficient to meet the deadline. Failure to raise timely objections shall be deemed to constitute approval. DOKOM21 shall expressly indicate in the invoices the consequences of any failure to raise an objection in good time. Any legal claims of the Customer after the expiry of the deadline shall remain unaffected insofar as DOKOM21 is able to verify the complaint in accordance with data protection law.

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6.6 Within eight weeks of receipt of the invoice, the Customer may request that a statement of charges and the result of a technical inspection be submitted to it. If this submission is not made within eight weeks of the complaint, the claim asserted with the statement of account shall only become due upon the requested submission of the statement of charges and the result of the technical inspection. A technical inspection shall be rendered redundant if the complaint is demonstrably not due to a technical defect.

6.7 To the extent that, for technical reasons or at the request of the Customer, no traffic data has been stored or stored traffic data has been deleted after the expiry of the complaint period at the request of the Customer or on the basis of a legal obligation, DOKOM21 shall have no obligation to provide evidence of the connection services provided or the obligation to provide information on the individual connections. DOKOM21 shall clearly draw the Customer's attention in the invoice to the deadlines applicable under the statutory provisions for the deletion of stored traffic data or, insofar as storage does not take place for technical reasons, to this restriction before issuing the invoice.

6.8 The Customer may only offset against DOKOM21's claims if its claims have been legally established or are undisputed. The Customer shall only be entitled to a right of retention on the basis of claims arising from this contractual relationship.

7. Online invoicing

7.1 DOKOM21 enables the Customer to use the online invoicing procedure on a product-specific basis. In this case, the Customer will receive a monthly invoice for all services online in the protected customer area of DOKOM21. As soon as the invoice can be viewed on the Internet, the Customer will receive an e-mail addressed to the e-mail address assigned to it by DOKOM21 or provided by the Customer. All payments are due immediately upon receipt of this notice and are payable without any deductions.

7.2 The Customer is obliged to check its e-mail box at reasonable intervals, but at least once a month.

8. Duties and obligations of the Customer

8.1 The Customer shall notify DOKOM21 without delay of any change to its name, company name, place of residence or business, billing address, bank details and fundamental changes in its financial circumstances (e.g. application to open insolvency proceedings, compulsory enforcement) as well as any other information required for the performance of the contract.

8.2 Insofar as necessary, the Customer shall provide, free of charge and in good time, its own necessary facilities, suitable installation rooms as well as electricity and grounding for the operation and installation of the technical equipment of DOKOM21 used for the purposes of the contract and shall keep these in working order for the duration of the contract.

8.3 The Customer shall allow the employees of DOKOM21 or authorised third parties to enter the property and access these connections at any time for the purpose of performing the contract. If access is not possible on the agreed date, DOKOM21 may charge the Customer for this in accordance with the price list.

8.4 As soon as the service is provided to the Customer by DOKOM21 for the first time, it must immediately check that it complies with the contract and report any obvious and/or detected defects. DOKOM21 must also be notified immediately of any defects in the service owed by DOKOM21 which are subsequently discovered. In the event of a fault report, the Customer shall take all measures to enable the defects or damage and their causes to be determined or to facilitate and accelerate the elimination of the fault.

8.5 The customer is obliged to report any faults that occur to DOKOM21 without delay. Expenses incurred by DOKOM21 following a fault report from the Customer due to the inspection of DOKOM21's technical equipment shall be reimbursed by the Customer if there was no fault in DOKOM21's technical equipment.

8.6 The Customer shall only connect equipment, access terminals (modem, router, etc.) and applications to DOKOM21's network which comply with the relevant regulations, in particular telecommunications law, and which are approved for connection to public telecommunications networks.

8.7 The Customer may not misuse the contractual services for legal purposes. In particular, the retrieval, transmission and provision of content in breach of statutory provisions and prohibitions or in breach of third party property rights or personal rights are not permitted. Children or adolescents may not be provided with access to offers in contradiction to the legal regulations. In particular, the Customer must also comply with copyright and data protection law as well as competition law when using the services. The Customer undertakes to indemnify DOKOM21 against claims by third parties to the extent that a claim is made against it by such third parties on account of a breach by the Customer of statutory regulations.

8.8 The Customer may not transfer the contractual services to third parties, either in return for payment or free of charge; in particular, commercial transfer to other users in any form is prohibited.

8.9 The Customer is obliged to take appropriate precautions against unauthorised use of the contractual services by third parties. In particular, the Customer shall keep the user identifications and passwords provided to it secret.

8.10 If there is a plausible suspicion that the Customer is in breach of the obligations under clause 8.7, DOKOM21 may temporarily block or restrict the Customer's use.

8.11 The Customer shall also be obliged to pay all charges for services which have arisen as a result of the authorised or unauthorised use of the service by third parties if and to the extent that the Customer is responsible for such use.

9. Default and blocking of access

9.1 Reminder costs incurred due to late payment will be charged in accordance with the currently valid price list. The Customer shall be entitled to prove that the damages were lower; DOKOM21 shall be entitled to prove that the damages were higher. Further claims for delay remain unaffected. In the event of a delay in payment by the Customer, DOKOM21 shall be entitled to charge interest on arrears from the relevant date at a rate of five percentage points per annum above the respective base rate of the European Central Bank, from the date of default, unless DOKOM21 proves a higher interest rate charge in the specific case. DOKOM21 reserves the right to assert further claims. If the Customer is not a consumer, the interest rate shall be 9 percentage points above the base interest rate mentioned above. The Customer reserves the right to prove that a lesser amount of damage has been caused by the delay. Any further legal claims by DOKOM21 shall remain unaffected by this.

9.2 DOKOM21 is entitled to refuse the use of contractual services by the Customer in whole or in part (blocking) if the Customer is at least three times in arrears with payment obligations after deduction of any deposits and the amount of the payment obligations is at least EUR 100.00 and DOKOM21 has threatened the Customer with the blocking in writing at least two weeks beforehand, with reference to the possibility of seeking legal protection before the courts. When calculating the 100.00 euros, the claims that have not been titled shall not be considered if the Customer has objected to them in due form, time and with conclusive reasons, unless the Customer has previously been requested to make a provisional payment of an average amount and has not paid this within two weeks. The calculation of the average amount is based on Section 61 (4) TKG. DOKOM21 shall limit the blocking to the service concerned as far as technically possible and shall lift it immediately as soon as the reasons for the implementation of the blocking no longer apply. The Customer shall remain obliged to pay the monthly fixed amount (the so-called basic fee) even after a block has been set up. The blocking and activation of a connection (telephone or Internet access) shall be charged according to the currently valid price list.

9.3 Furthermore, DOKOM21 may only carry out a block if

- a) there is reasonable suspicion of misuse or manipulation by third parties. Misuse or manipulation of the connection by third parties shall be assumed to have occurred if, in addition to a particular increase in the volume of connections, the amount charged by DOKOM21 also increases to a particular extent in comparison with the previous six billing periods and facts justify the assumption that the Customer will object to this charge, or
- b) serious damage to DOKOM21's equipment, in particular the network, or harmful interference with network operation by a device of the Customer or a threat to public safety is imminent.

9.4 DOKOM21 reserves the right to assert further claims due to default in payment.

10. Liability of the Customer

The Customer shall be liable, in accordance with the provisions of the law, for all damage caused to DOKOM21 by the use of the access terminals provided by the Customer (modem, router, etc.).

11. Liability

11.1 DOKOM21 shall be liable without limitation for personal injury caused by it.

11.2 For other damage, DOKOM21 shall be liable if the damage was caused intentionally or by gross negligence by DOKOM21, its legal representatives, employees or vicarious agents. DOKOM21 shall also be liable in the event of a slightly negligent breach of essential contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer regularly relies and may rely ("cardinal obligations"). In these cases, however, this shall be limited to the foreseeable damage typical for the contract, but not exceeding an amount of EUR 12,500 per damaging event.

11.3 In addition, the liability of DOKOM21, its legal representatives, employees or vicarious agents for pecuniary loss caused by negligence which is not the result of personal injury or damage to property, and in the event of an obligation to pay

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compensation, shall be limited to EUR 12,500 per injured end user. If DOKOM21 is liable to several end users on the basis of a single negligent act or a single event caused by negligence, the total liability for damages shall be limited to a maximum of thirty million euros. If the compensation or indemnity obligations payable to several customers due to the same event exceed the maximum limit, the compensation or indemnity shall be reduced in the same proportion as the sum of all compensation or indemnity claims exceeds the maximum limit. The statutory claims for compensation for damage caused by delays shall remain unaffected by these restrictions.

11.4 If DOKOM21 is required by a regulation to pay compensation to the Customer or is obliged to pay compensation to the Customer under the general regulations, this compensation or compensation shall be offset against any compensation pursuant to the preceding paragraph; any compensation pursuant to the preceding paragraph shall be offset against the compensation or damages pursuant to the general regulations.

11.5 DOKOM21 shall not be liable for any damage caused to the Customer by the use of the access equipment provided by it (modems, routers, etc.). Any claims for damages against DOKOM21 are excluded. This does not apply to claims for damages arising from injury to life, limb or health if DOKOM21 is responsible for the breach of duty and for compensation for other damages which are based on an intentional or grossly negligent breach of duty by DOKOM21. A breach of duty by DOKOM21 shall be equivalent to a breach of duty by its legal representatives or vicarious agents.

11.6 In the event of force majeure, DOKOM21 shall be exempt from providing the service for as long as and to the extent that the hindrance to performance continues. Cases of force majeure are all unforeseen events as well as events whose effects on the performance of the contract are not the responsibility of either party. This includes, in particular, industrial action, including in third-party companies, official measures and an interruption of the power supply of more than four hours. DOKOM21 shall not be liable for loss of profit or direct or indirect damage to Customers or third parties resulting from the fact that DOKOM21's services are not provided as a result of force majeure or as a result of industrial disputes.

11.7 In the event of simple negligence, DOKOM21 shall only be liable for the loss of data under the conditions and to the extent specified in clause 11.3, provided that the Customer has backed up its data at intervals appropriate to the application, in a suitable form, so that it can be restored with reasonable effort.

11.8 Liability in accordance with the provisions of the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

11.9 The same shall apply if DOKOM21 is dependent on the correct and timely delivery of preliminary services from third parties (e.g. provision of subscriber lines by line suppliers), has concluded a congruent covering transaction with the appropriate care and the incorrect, or untimely delivery is not the fault of DOKOM21.

12. Duration and termination of the agreement

12.1 The contract has a minimum term of 24 months, unless otherwise agreed. The contract can be terminated in writing by either party with three months' notice to the end of the minimum contract period, otherwise the contract is extended and can then be terminated at any time with one month's notice.

12.2 DOKOM21 shall inform the Customer of its rights under Section 56 (3) TKG in good time before extending the contract.

12.3 Any termination must be in writing, any termination by DOKOM21 must be in writing.

12.4 If the Customer uses several services from DOKOM21, these can be cancelled individually, unless the cancelled service is a technical prerequisite for the other services.

12.5 If the Customer relocates before the expiry of the minimum contract term, contracts that can also be performed at the new location shall be continued with crediting of the previous contract duration. If the continuation of the contract is not possible, the Customer may extraordinarily terminate the contract with a notice period of one month to the end of the month. For this purpose, a copy of the registration confirmation of the new address must be submitted.

12.6 The right to termination for good cause remains unaffected. Good cause shall exist for DOKOM21 in particular if it is established that the Customer is not creditworthy because insolvency proceedings or the submission of a statutory declaration in lieu of an oath are imminent, have been applied for or have been opened. Good cause for DOKOM21 shall also always be deemed to exist if the Customer significantly breaches the obligations incumbent upon it under these General Terms and Conditions.

12.7 If DOKOM21 terminates the contract without notice before the expiry of the contractually agreed minimum contract term for reasons for which the Customer is responsible, DOKOM21 shall be entitled to claim damages from the Customer which shall be calculated as follows: Sum of the remaining monthly prices outstanding at the end of the contractual minimum term minus

any discount and minus other expenses saved as a result of the termination, if any. The amount of the deductions is determined according to the circumstances of the individual case. The Customer shall be permitted to prove that no damage has been incurred or that the damage has not been incurred in this amount. If DOKOM21 has incurred higher damage in an individual case, the right to assert this damage shall be expressly reserved.

12.8 If the Customer

a) fails to pay the prices or a not insignificant part of the prices for two consecutive months or

b) is in arrears with the payment of prices amounting to the monthly basic price for two months, DOKOM21 may terminate the contractual relationship without notice.

12.9 If the Customer terminates the contractual relationship before the connection or additional services have been made operational, the Customer shall reimburse the expenses incurred by DOKOM21, but at least EUR 200. Clause 12.7, sentences 3 and 4 shall apply accordingly.

12.10 All equipment made available to the Customer for the purpose of fulfilling the contract shall remain the property of DOKOM21. After the termination of the contractual relationship, the equipment including cables and other accessories shall be delivered free of charge to DOKOM21 within 10 days to the following address: DOKOM21, Stockholmer Allee 24, 44269 Dortmund. In the event of a return in an improper condition or if the equipment is not returned on time, DOKOM21 reserves the right to charge the Customer for the equipment.

12.11 Devices that the Customer receives from distribution partners upon Contract conclusion become the property of the Customer. These devices, as well as other gifts from the sales partners, shall be reimbursed by DOKOM21. If the contract is terminated before the end of the minimum contract period for reasons for which DOKOM21 is not responsible, DOKOM21 may demand reasonable compensation for the value. The same applies to bonuses such as devices, free units, waived or reduced basic charges and similar, which are granted to the Customer directly by DOKOM21 on the occasion of the Contract conclusion. Basic fees will only be waived if the minimum contract period has been fully reached. Consequently, if the minimum contract period has not been reached, the full monthly basic fee will be charged retroactively for each month with a reduced basic fee.

13. Contract amendment

13.1 DOKOM21 is entitled to make changes to the contractual relationship at its reasonable discretion in order to adapt the contractual relationship to mandatory requirements of the TKG as well as the legal ordinances issued in this regard and to official or court decisions in connection with the TKG and the legal relationship with other relevant network operators (adaptation to the mandatory regulatory environment). DOKOM21 shall notify the Customer of these changes at least one month and no more than two months before they come into force and shall only make changes to the extent that they are absolutely necessary, taking into account the interests of the Customer. In the case of any reasonable amendment, the Customer shall be entitled to a judicial review of the amendment regarding its reasonableness.

13.2 DOKOM21 reserves the right to change its services for compelling technical or operational reasons to the extent necessary and reasonable for the Customer, insofar as the situation is not otherwise economically solvable or otherwise unavoidable for DOKOM21 with reasonable effort.

13.3 All amendments to the GTC referred to in clauses 13.1 and 13.2 above shall be published on a durable medium, e.g. a pdf file or e-mail, at least one and at most two months before they take effect and shall be brought to the attention of the Customer in detail in a notice and shall take effect one month after such notice, unless a later date is expressly specified.

13.4 If DOKOM21 unilaterally changes the contractual conditions in a manner that is not exclusively to the benefit of the Customer, the Customer may terminate the contractual relationship in writing within three months of receiving notification of the change.

14. Data transmission to Schufa or CRIF Bürgel GmbH DOKOM21 reserves the right to transmit personal data collected within the framework of this contractual relationship concerning the application, implementation and termination of this business relationship as well as data concerning non-contractual or fraudulent behaviour to SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden or CRIF Bürgel GmbH, Radlkofersstraße 2, 81373 Munich for the purpose of credit assessment on the basis of the GDPR. The legal basis for these data transfers is Article 6(1)(b) and Article 6(1)(f) of the General Data Protection Regulation (GDPR). Transfers on the basis of Article 6(1)(f) GDPR may only take place if this is necessary to safeguard the legitimate interests of DOKOM21 or third parties, and if the interests or fundamental rights and freedoms of the data subject, which require the protection of personal data, do not override these interests. The exchange of data with SCHUFA also serves to fulfil legal obligations to carry out creditworthiness checks on customers (Section 505a and 506 of the German Civil Law Code). Both companies process the data received in each case and also use it for the purpose of profiling (scoring) in order to provide their contractual partners in

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the European Economic Area and in Switzerland and, if applicable, in other third countries (provided there is an adequacy decision on these by the European Commission) with information on, among other things, the assessment of the creditworthiness of natural persons. More detailed information on the activities of SCHUFA or CRIF Bürgel GmbH can be found online at www.schufa.de/datenschutz or at www.crifbuergel.de/de/datenschutz.

15. Data protection and list of participants

15.1 If it is necessary for the establishment/amendment of the contractual relationship, including its content, DOKOM21 may collect, process and use the Customer's personal data ("inventory data"). In order to verify the information provided by the Customer, DOKOM21 may request the presentation of an official identification document.

15.2 DOKOM21 stores the connection-dependent invoicing data for up to 180 days after sending the invoice. If the Customer prohibits the storage of the connection data or requests an immediate deletion, its right to object to the invoice shall then expire.

15.3 If the Customer prohibits the storage of the connection data or requests an immediate deletion, its right to object to the invoice shall then end. In the case of connections at businesses and public authorities, the Customer shall inform the employees and will inform future employees without delay and, if necessary, involve the works council, the staff or employee representatives in accordance with the statutory provisions.

15.4 The inventory data will be deleted at the end of the calendar year following the termination of the contract. If at this time the receipt of the data is necessary for the processing of complaints, the pursuit of claims or for other reasons relating to the proper execution of the contract, the deletion of the data shall be substituted for the blocking of the data.

15.5 The Customer shall be informed that DOKOM21 shall use its personal inventory data for the purpose of providing advice, for self-promotion and information about its own products. The data shall not be passed on to third parties. The Customer may object to this use at any time by telephone on 0800.930-10 50, by e-mail to service@dokom21.de or in writing to DOKOM Gesellschaft für Telekommunikation mbH, customer services, Stockholmer Allee 24, 44269 Dortmund.

16. Miscellaneous

16.1 Amendments and additions to the contract including these provisions must be made in writing.

16.2 Should individual provisions of the General Terms and Conditions be or become invalid in whole or in part, or should the contract contain a loophole, this shall not affect the validity of the remaining provisions. The contractual relationship as well as all related actions are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

16.3 The place of jurisdiction shall be Dortmund if the Customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany. Any exclusive place of jurisdiction shall remain unaffected. DOKOM21 hereby advises that in the event of any violation of its rights, the Customer may request a conciliation procedure in accordance with Section 68 TKG. For this purpose, an informal application must be submitted to the German Federal Network Agency. Their address is: Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railways, Tulpenfeld 4, 53113 Bonn, Germany. At www.bundesnetzagentur.de, the Customer can submit an online application.