

General Terms and Conditions of Business of Datamobile AG for availing of telecommunications services and related services for mobile telephone services (AGB Mobile); Stand: 1/2019

Section I

GENERAL CLAUSES

Object of regulation and legal basis

- § 1. (1) The Datamobile Aktiengesellschaft (Datamobile), situated at Industriering 14/4OG 9491 Ruggell, provides the following, insofar as no other General Terms and Conditions of Business of Datamobile are applicable:
1. Telecommunications services and services that are related to these services
and
 2. operational trials (field tests) related to the provisioning of telecommunications services and services that are related to these in accordance with the stipulations of the Communications Act (Kommunikationsgesetz) dated 17th March 2006, LGBl. 2006 No. 91 (of the KomG, Telecommunications Act), the General Terms and Conditions of Business (AGB) given below along with all the specifications of services and conditions regarding rates and charges that are applicable specifically to these services and which are not agreed upon individually, and individual agreements, if any.
- (2) Stipulations of the KomG that are applicable directly between the Datamobile and its customers will be applicable even if they are not mentioned explicitly in the following conditions.
- (3) Datamobile basically enters into contracts on its own terms and conditions. Any other conditions of the customer will be applicable only if Datamobile agrees to these explicitly and in writing. It is pointed out that agents of Datamobile are not authorised to enter into individual, oral agreements or to modify the conditions of the contract including the General Terms and Conditions of Business (AGB).
- (4) The law of the State of Lichtenstein shall be applicable to the contractual relations of the contracting parties under exclusion of the reference rules of Private International Law.
- (5) In case individual regulations and conditions of the contract should become legally ineffective, the rest of the contract shall remain unaffected in its validity. This will not be applicable if adherence to the contract would imply unreasonable hardship for any one of the contracting parties.

Public announcement of the AGB

- § 2. This AGB along with all the specifications of services and conditions regarding rates and charges that are applicable specifically to these services and which are not agreed upon individually are available for viewing in their respective valid versions at the offices of Datamobile and will also be published in electronic form in the Internet under URL www.datamobile.ag.

Changes and additions to the contract

- § 3. (1) Changes to this AGB as well as to the relevant specifications of services and conditions regarding rates and charges that are applicable specifically to these services and which are not agreed upon individually will become effective after two months. (2) in the event of any changes to the prescribed statutory value added tax, Datamobile shall be entitled to adjust its charges accordingly, with effect from the date of the change.
- (3) Regarding the changes and additions to the contract through individual agreements, reference is made to the stipulations of the § 1 Sec. 3 of this AGB.
- (4) Changes to the contractual contents underlying this contract entitle the participants to terminate the contract within four weeks from the date of changing the contract, with effect from the date the change comes into effect. This right to terminate without notice is ruled out in case the change is not to the disadvantage of the participant or if the charges are adjusted in accordance with an agreed index. The termination will thus be ineffective in case Datamobile declares its readiness to abstain from the change with respect to the participant within four weeks of receiving the notice of termination.

Section II

RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

Delivery schedules

§ 4. Datamobile shall strive to abide as precisely as possible by the agreed delivery schedules, such as schedules for SIM---cards and / or any hardware. Datamobile shall not be held responsible for delays in delivery due to incorrect, incomplete or subsequently modified details and information or documents provided, and could lead to delayed delivery.

Contracting parties

§ 5. (1) Customers of Datamobile can only be a physical or legal person as well as any company that is registered in the Registrar of Companies without a separate legal personality. If the customer shares a continuous obligation with Datamobile, he shall be referred to as a participant. Continuous obligations can be unlimited in time or restricted for a duration of up to one year.

(2) Datamobile is entitled to request from the customer all the necessary details pertaining to the identity and to the legal capacity of the customer by presenting official documents such as photo---identity cards and residence or settlement permits and through the proof of existence of an authorisation to sign or power of representation. Furthermore, on being requested by Datamobile, the customer shall disclose a delivery address and a paying office within the country, as well as furnish proof of a domestic bank or credit card account.

(3) Datamobile shall be entitled to scrutinise all the details of the customer and his creditworthiness.

(4) Datamobile is not obligated, especially in the following cases, to give reasons for a contractual relation with a customer,

1. who has delayed settlement of his financial obligations vis---a---vis Datamobile,

2. with whom a contract was terminated by Datamobile in the previous year owing to violation of contractual obligations, in particular obligations that are meant to ensure the functional capability of a public telecommunications network or the protection of third parties,

3. who is a minor or whose legal business capacity is restricted due to any other reasons and in whose case there is no declaration of liability from the legal representative (guardian, counsel, etc.),

4. whose identity (except in the case of contractual relations that are executed anonymously), legal capacity or in whose case the authorisation to represent or serve as authorised signatory of the person intervening on his behalf is dubious,

5. with respect to customers in whose case an application for a moratorium (composition agreement) has been made with respect to the customer, insolvency proceedings are impending, have been applied for, initiated or granted, a liquidation process has been initiated, who cannot furnish proof of a domestic bank account or credit card account or whose creditworthiness is questionable due to any other reasons,

6. who, despite being requested by Datamobile, does not disclose any delivery address or payment office within the country,

7. in whose case there is justifiable suspicion of misusing telecommunications services or services associated with it, especially with intent to deceive or condone misuse by third parties, or of having already misused or condoned the misuse by third parties,

8. in whose case there is justifiable suspicion that the services of Datamobile are availed of largely by a third party in whose case the reasons for rejection according to Z 1 to 7 exist, or

9. who have furnished incorrect or incomplete details, which make do not permit an assessment in accordance with the Z 1 to 8.

Liability and usage

§ 11. (1) For tariff claims that have come into existence through availing of services by third parties, the customer will be liable to the extent that he is responsible for this within his sphere of influence.

(2) The customer may allow third parties to avail of the services, insofar as the rights accorded to the exclusive concessionaries to provide telecommunications services subject to licensing within the framework of this concession are not violated. In the case of constant and sole use of a connection or in the event that the service is availed of exclusively by third parties, these will be liable in addition to the customer as per the principles of justifiable enrichment for all the tariff claims and damage compensation claims as a joint debtor. The customer can notify to Datamobile the constant and sole usage of his connection by third parties and communicate a corresponding declaration of liability from the third party to Datamobile.

- (3) The customer should use the connection that has been handed over only in accordance with the stipulations and prevent any form of misuse. In particular, the customer has to ensure that the connection that has been handed over by him is not used for any threatening or harassing calls or data transmissions.
- (4) In case of breach of contract Datamobile is liable for the damage caused by it -to the extent that these are not damages to the person- only in the event of malicious perpetration or gross negligence. Furthermore, the liability for loss of profits, forfeited savings, lost data, indirect and consequent damages (collateral damages) as well as damages arising from third party claims, are ruled out unless compelling law dictates otherwise, and the liability of Datamobile to provide compensation shall be limited, unless compelling law dictates otherwise, to EUR 10,000.00 for every damage causing event with respect to the individual aggrieved parties and to EUR 100,000.00 with respect to the group of aggrieved parties as a whole. In case the total damages exceed the maximum limit, the compensation claims of the individual aggrieved parties will be reduced proportionately.
- (5) The liability of the Datamobile does not apply to the services of service providers and third parties with whom the Datamobile cooperates or uses its services. Any liability provisions in the service descriptions are reserved.
- (6) Datamobile will not on any account undertake liability for damages that arise due to a necessary permit or license from the authorities, or other official permission, but which is not issued, or through permissions or consents of third parties that are necessary under private law, but not obtained.
- (7) Similarly, Datamobile does not undertake any liability in the event of a credit limit in which Datamobile cannot adhere to a limit amount for reasons that are not under its control; in particular, if the customer has used the mobile telephone connection wholly or partly in a network other than that of Datamobile (roaming case) and the roaming charges of the guest network operator are disclosed to Datamobile only after a certain delay. In these cases, objections of the customer as per § 30 of this AGB are ruled out and in these cases, the customer has to pay the full invoice amount.

Cards, codes and coded end user devices

- § 12. (1) If Datamobile issues to the client a card for continued usage of a service, such as a SIM---card, his card will remain the property of Datamobile and is to be returned on request once the validity expires or if the contract or agreement over the additional service of Datamobile is terminated. The customer should protect the card against damaging influences or improper handling. He should store it carefully. In particular, storing these, for instance, in an automobile or in any other location that is exposed to a high risk of theft is not allowed. He should notify Datamobile without delay about every recognisable defect or damage and the loss or theft of the card giving the details of the card number. In the event of a loss or theft notification via telephone, a subsequent written notification should follow.
- (2) If a special code, such as a personal identification number (PIN) or a password is necessary for availing of a service, the customer shall be under obligation to keep this code secret and to abstain from noting it down, in particular, on the card that is handed over by Datamobile, or storing it together with it. In case there is suspicion that an unauthorised third party has come to know the code, the customer should modify the code without delay or, in case this can be done only through Datamobile, an order should be issued immediately to Datamobile to change the code.
 - (3) If services of Datamobile are availed of by unauthorised third parties by using a card or a code, the customer shall be liable for all the ensuing charges until the intimation of the loss of the card is received, or until the order to change the code is received by Datamobile.
 - (4) If a specially encoded end user device is necessary for availing of a service, then, the stipulations of Section 1 will be applicable as appropriate for the safekeeping of the end device. In case the loss or theft of an end device is notified orally, the customer should specify the telephone number of the connection to Datamobile and request immediate blocking of the connection. The stipulations of the Sec. 1 last clause and Sec. 3 will be applicable as appropriate.

Payment conditions and information about charges

- § 13. (1) The extent of the charges as well as the periodicity with which the invoices are presented by the Datamobile to the customer will depend on the conditions regarding rates and charges of Datamobile that are in force at the time of providing the services.
- (2) Basic charges and other monthly charges are to be paid proportionately from the date on which the service became operational, for the rest of the month or invoicing period. After that, they are to be paid in advance, whereby charges for up to three months can be prescribed together at a time owing to billing constraints. If the contractual relationship or the agreement over an additional service is terminated, then a) charges for a full month are to be paid if the termination is made before the expiry of 30 calendar days from the beginning of the payment obligation and not by reason of a termination by the participant without notice or b) the monthly charge up to the date of termination is to be paid

proportionately, if the termination is done before the expiry of 30 calendar days following the start of the payment obligation due to a termination without notice by the participant or if the termination takes place after the expiry of 30 calendar days from the start of the payment obligation and takes place during a month or invoice period. If charges are to be determined for parts of a month, then one thirtieth of the monthly charges will be billed for every day for which the customer is under obligation to pay the monthly charges.c) Unless otherwise agreed, the basic monthly fee per active SIM card is 1 € / month.

- (3) Other charges are to be paid basically after the service has been rendered. Charges for the provisioning of a service are to be paid in advance if requested by Datamobile.
- (4) Unless immediate cash payment is agreed upon in the conditions regarding rates and charges, tariff claims will fall due once the invoice is received. The invoice amount must be credited to the specified account within seven working days after receiving the invoice at the latest. In cases of § 15 of this AGB, Datamobile can also define a shorter payment period or demand immediate payment of the invoice. Transfer costs if any will be borne by the customer. Datamobile shall be entitled to provide for payment of the specific services and tariff models defined in the conditions regarding rates and charges through binding credit notes.
- (5) If a payment is made without the original document and without specifying the correct account number or telephone number, the debt absolving effect of the payment will come into effect only once the payment is allocated to the correct account number and a processing fee is to be paid by the customer.
- (6) The penal interest rate is 12% per annum, however, at least 3% above the basic discount rate fixed by the Schweizerische Nationalbank (Swiss National Bank). The costs that may be incurred in the event of delay for the intervention of a collection agency and the costs of intervening lawyers are to be borne by the customer, to the extent that these are appropriate to the purpose and necessary.
- (7) Datamobile shall be entitled to define a uniform customer account number for the customer for all the services provided by Datamobile and to round up the invoice amounts to integral EURO values. In case of doubt, payments will be settled against the oldest outstanding amount.
- (8) When the contract comes to an end, Datamobile shall be entitled to settle and adjust the existing credit of the customer against other contractual relationships existing between Datamobile and this customer. Credit will not be paid out in cash, but will only be transferred by Datamobile to an account specified by the customer.
- (9) Charges based on actual expenses will be levied for reminders or for Collection Freezes and Collection Terminations, wherein the consolidated minimum charges is EUR 10.00 for reminders and EUR 50.00 for freezes.
- (10) Information about remuneration, in particular such as information about the current charges, prices, rebates and special conditions can be obtained from the Internet (URL: www.datamobile.ag), the Datamobile at 9490 Vaduz, under the service line (+423 233 1370) and from any official sales partners of Datamobile.

Customer's right to offset claims and customer's right to retention

- § 14. The customer may offset against claims of Datamobile only with such claims that are in legal relation with his obligations towards Datamobile, and with claims that are legally established or acknowledged by Datamobile. The right to retention may be exercised by the customer only against counterclaims that are legally related to the claims of Datamobile. Unless it goes against compelling law, the offsetting with and the exercising of a right to retention can be applied only with respect to claims arising out of contractual relationships with Datamobile for services of Datamobile in the telecommunications domain, whereby claims from dealer or delivery contracts, in particular are excluded.

Caution deposit, payment in advance

- § 15. (1) Datamobile shall be entitled to make the provisioning of services dependent on an advance payment or security deposit in of an appropriate extent, if the prompt payment by the customer of tariff claims amounting to at least two months' basic charges appears to be at risk and would necessitate a forceful collection of tariff claims with high concomitant expenses. The pre--requisites exist, in particular, if the conclusion of a composition agreement has been applied for, insolvency proceedings are impending, have been applied for, initiated or granted, a liquidation process has been initiated or if Datamobile has had to implement connection freezing or terminate or dissolve the contract without notice on grounds of repeated delays in payment by the customer.
- (2) The security deposit can be made only in cash.

Collection (debt collection)

- § 16. (1) Claims of charges or remuneration claims of other operators which are billed to the customer against the Datamobile invoice by virtue of the contract or an agreement over an additional service, such as remuneration claims of foreign mobile telephone network operators in the case of roaming or the remuneration claims of Swisscom Directories AG in case services related to telephone services are availed of (issuing the telephone directory, etc.), the claims of charges or remuneration claims will be equivalent to those of Datamobile. In particular, objections regarding the extent of these charges or remuneration claims should be sent to Datamobile.
- (2) Datamobile is further entitled to collect from its customers the proven tariff claims of other providers of services with their consent. In this case, payments of the customer will be settled preferentially against tariff claims of Datamobile, unless the customer explicitly contests the tariff claims of Datamobile. Objections to and claims of the customer, pertaining to the service of the other provider, are to be pressed not against Datamobile, but against the other provider and countered against the latter's claims.
- (3) Datamobile is also entitled to envisage charges that are higher than the normal connection charges (value added services), which will, all in all, be in return for other services, also of other providers, in addition to its technical and operational services. If such a service is availed of, the customer will be informed of the contents, over which Datamobile has no influence, through a preliminary note mentioning the name of the provider and, provided that this is not a value added service with an area code with the regulated tariff upper limit, the extent of these charges. Objections and claims of the customer, which are not related to the extent of the connection charges, but which pertain instead to the service of another provider, should be presented to the other provider and not to Datamobile.

Other duties to notify, access to explanations

- § 17. (1) The customer should inform Datamobile in writing and without delay, however, latest within one month from the date on which the change becomes effective, of all changes to his name or to the name under which he is listed in the operational documents of Datamobile, as well as all changes to his address (relocation), the payment office, loss of his legal competence and every change in his legal form, the sales tax ID number (VAT registration number) and his bank or credit card connection.
- (2) In case a customer fails to notify any changes in his address, and as a result, does not receive the legally important declarations of Datamobile, in particular, notices of termination or decrees in the case of objection proceedings that were sent to the address that was last disclosed by him, then, the declarations will still count as having been delivered. Invoices and reminders from Datamobile will be considered to have been received under the same conditions, if they have been sent to the payment office that was last indicated by the customer.
- (3) Declarations of Datamobile that are sent without certificate of posting will be considered to have been delivered within the Principality of Liechtenstein as on the second working day (Monday to Friday) following the handing over to the postal authorities, unless the customer maintains that the delivery has not been received, or was only received later. The assumption of delivery according to Sec. 2 remains unaffected by this.
- (4) If the customer consents, declarations of Datamobile, including legally significant ones, can be delivered to the customer via SMS or other electronic media.

Call redirection

- § 18. The owner of a connection to which calls are to be redirected must consent to the redirection.

Activation and coding of end devices

§ 19.

- (1) The customer may connect and operate at the connection, only permitted and appropriately labelled end devices, which are suitable for the given type of connection, directly or indirectly.
- (2) The end devices for mobile telephone connections may be encoded only by Datamobile or by a company authorised to do so by Datamobile.

Data protection

- § 20. (1) Datamobile determines and processes the so called master data that are mentioned in the Annex 2 to this AGB (participant data as defined under Art. 3 Sec. 1 Point 48 of the KomG, Telecommunications Act) and connection data (transaction data as defined under Art. 3 Sec. 1 Point 46 of the KomG, Telecommunications Act) and other personal data pertaining to the customer within the context of the contractual relationship and of third parties, that are disclosed to Datamobile as part of the identity and legal competence and the creditworthiness of the customer and connection data as per the applicable statutes in each case, meaning, in particular, as per Art. 49 KomG and the Art. 51 and 52 VKND.
- (2) Master data and connection data determined by Datamobile will be processed and transferred solely for the purpose of providing telecommunications services and services that are related to these. Master data and connection data will be used for marketing and advertisement purposes only in aggregated form and only with the prior consent of the customer, the said consent can be revoked by the customer at any time through a registered letter. Connection data can also be used for providing consultancy to the customer and for conducting opinion polls based on criteria such as turnover, preferred tariff zones, preferred time of day and preferred duration of the rating. The duration of technical or other storage, if any, of master data and connection data will depend on the specifically applicable statutory stipulations and amounts to a maximum of six months.
- (3) Data pertaining to the content and location as defined under Art. 3 Sec. 1 Point 49 and 47 of the KomG in the version with Art. 53 and 54 VKND will basically neither be determined nor processed by Datamobile. Anything otherwise will be applicable only in the case of a corresponding court order or ordainment from the authorities, which Datamobile has to follow.
- (4) Datamobile shall be entitled to forward to third parties, namely, to the companies that are engaged by Datamobile for the collection of dues (collection agencies) the master data and other personal data that is definitive for establishing the identity, which are necessary for scrutinising the creditworthiness of the customer or for the recovery of debts.
- (5) The deletion of master data and connection data, in particular the time at which such a deletion has to be carried out, will depend on the applicable statutory regulations in each case.
- (6) The customer is entitled to refuse the processing of master data and connection data by the Datamobile to the extent that this is allowed in the respective applicable statutes, in particular in Art. VKND in the version LGBl. 2007 No. 67. Such a refusal will be non-binding on Datamobile, in particular, if it is not possible otherwise to transfer or to facilitate the transmission of a message through its network or to provide the service requested by the customer. In these cases, Datamobile is entitled to store the data technically, or to access these within the scope permitted by the applicable statutes in each case.

Section III

BLOCKING OF OUTGOING OR INCOMING CONNECTIONS (CALL BLOCKING) AND TERMINATION OF A CONTRACTUAL RELATION AND OF AGREEMENTS ON ADDITIONAL SERVICES

Call blocking

- § 21. (1) Datamobile is entitled, apart from the stipulations of § 9 of this AGB, to refuse wholly or in part the provision of services (call blocking), if
1. Datamobile comes to know of facts that would justify refusal to establish a contractual relationship in accordance with § 5 Sec. 4 of this AGB and the which are also significant,
 2. the customer delays discharging his payment obligations to Datamobile even after a reminder in vain with the impending prospect of a blocking and after a subsequent payment deadline of at least two weeks has been set,
 3. the customer violates important contractual obligations, in particular those that are in the interest of securing the functional capability of the public telecommunications network or the protection of third party rights as understood in the KomG or the conditions of the contract, despite being requested to comply with these, and, in the event of objections to this request, consent from the regulatory authorities or other competent authorities is present or the connection of the customer causes disruptions in the public telecommunications network, thereby implying detriment to other customers or jeopardisation of persons, and impeding immediate fault clearance despite exhortation to enable it,

4. the customer loses his legal capacity and cannot provide any declaration of liability from the legal representative (guardian, counsel, etc.),
 5. the extent of the current connection charges exceeds the credit limit of the customer, which is calculated initially from the average extent of the connection charges of comparable customer groups in the same tariff model and then from the average extent of the existing connection charges of the customer, to an extent that is more than twice the amount,
 6. this is envisaged in contracts with other operators, in particular, with other operators with respect to the services provided by these other operators,
 7. an application is made for the conclusion of a composition agreement with respect to the customer, bankruptcy procedures against the customer are impending, have been applied for, initiated or granted, a liquidation process has been initiated, the customer no longer possesses a bank account or credit card account within the country or his creditworthiness does not exist due to any other reason,
 8. the customer is no longer in possession of a delivery address or payment office within the country, in spite of being required by Datamobile to maintain these,
 9. in whose case justifiable suspicion of misuse or tolerated misuse by third parties of the telecommunications services or services related to these, especially with intention to deceive exists, or
 10. in whose case there is justifiable suspicion that the services of Datamobile are being used largely by a third party by way of an evasive business, for which the reasons for rejection as per Z 1 to 9 exist.
- (2) The call blocking is to be reversed without culpable delay as soon as the reasons for its execution cease to exist and, in the event of a corresponding demand from Datamobile, the customer has reimbursed the costs of blocking and reactivation. A block for which the customer is responsible does not absolve the customer from his obligation to pay the monthly charges. Incoming connections within the home network of Datamobile will not be affected by the blocking.

Types of termination of the contract

- § 22. The contractual relationship is ended by
1. termination with or without notice,
 2. dissolution without notice,
 3. death of the participant,
 4. initiation of insolvency proceedings over the assets of the participant or
 5. general stopping of the service (§ 28 of this AGB).

Termination with notice

- § 23. (1) An obligation that is time bound or a continuing obligation that is unlimited in time, can be terminated by either of the contracting parties at the end of every calendar day with due adherence to a one month notice period, insofar as the pre-requisites outlined in § 24 of this AGB are applicable or no agreements to the contrary are made in the application forms, in the conditions regarding rates and charges or other parts of the contract. The notice of termination should be sent in writing so that the other contracting party receives it at least one month ahead of the day on which it is to become effective. If received later, it will become effective one month after it is received.
- (2) For contracts with a minimum contractual duration (§ 33 of this AGB) stipulated in the application forms, in the conditions regarding rates and charges or in the other parts of the contract, termination with notice prior to the expiry of the minimum contractual duration is ruled out.
- (3) Unless otherwise agreed, minimum contract duration is 12 months (twelve months)

Termination without notice

- § 24. (1) The contractual relationship can be terminated by either of the contracting parties at the end of any working day with due adherence to a six day notification period if the pre-requisites in accordance with Sec. 2 and 3 are fulfilled. The termination should be sent in writing so that the other contracting party receives it at least six working days ahead of the day on which it is to become effective. If it is received later, it will become effective on the sixth working day after it is received. Saturdays, Good Friday and the 24th and the 31st of December are not counted as working days. The termination can also be declared conditionally.

- (2) The contractual relationship can be terminated by Datamobile if the pre---requisites for a blocking in accordance with § 21 Sec. 1 of this AGB are present or if a minimum turnover that is defined as per the conditions mentioned in the conditions regarding rates and charges is not achieved.
- (3) The participant may terminate the contractual relationship if the scope of services contained in the determination of performance is not complied with in terms of a significant aspect, despite requests to Datamobile, for a period of at least two weeks. The right to terminate without notice is excluded in case this defect can be traced to an under---supply of the location of the connection and the participant was aware of this defect or ought to have been aware of it at the time of concluding the contract. Furthermore, the participant has the right to terminate the contract without notice in accordance with § 3 Sec. 4 of this AGB.

Termination for cause (immediate dissolution)

- § 25. Datamobile shall be entitled to dissolve all contractual relationships with the participant immediately, instead of a termination, if
1. the participant delays settling his payment obligations arising from the contractual relationship for more than two invoice periods, amounting to the basic monthly charges for at least two months, despite reminders in each case with the impending prospect of a blocking and with the due ordainment of an appropriate, subsequent deadline of at least two weeks, or
 2. the participant grossly or repeatedly violates any other major contractual obligations, in particular those that are meant for ensuring the functional capability of the public telecommunications networks or the protection of third party rights,
 3. if the participant has applied for the conclusion of a composition agreement, is faced with insolvency proceedings, or insolvency proceedings against the participant have been applied for, initiated or granted, a liquidation process has been initiated with respect to the participant or an overall execution order (Gesamtexekution) has been initiated or granted with respect to the participant, or
 4. the pre---requisites as per § 21 Sec. 1 Z 4 or 9 exist.

Death of the participant

- § 26. The legal successors of the participant are under obligation to notify Datamobile of the death of the participant without delay. If a third party fails to apply for entry into the contractual relationship within two weeks after Datamobile comes to know about the death of the participant, the contractual relationship will end with the death of the participant. The heirs and successors will be liable to pay the charges that are incurred by Datamobile from the time of the death of the participant until the time of intimation of the death, without prejudice to the other clauses.

Initiating bankruptcy proceedings over the assets of the participant

- § 27. The initiation of bankruptcy proceedings over the assets of the participant will terminate the contractual relationship. The liquidator can however continue the contractual relationship until the insolvency is lifted legally. In this case, however, he will have to make a written application undertaking personal liability for all charges and damage compensation claims that may arise from the time the insolvency proceedings are initiated, or by providing a suitable security or caution deposit within six working days from the time the insolvency proceedings are started.

General stopping of services

- § 28. General stopping of services will be effect after three months after they are notified in the Liechtensteiner Woche (LIEWO) at the earliest. Datamobile will also inform about the general stopping of services through other suitable measures.

Ending of additional services

- § 29. (1) Agreements over additional services in an existing contractual relationship will come to an end through the following
1. termination of the agreement with or without notice,
 2. immediate dissolution of the agreement or

3. general stopping of services (§ 28 of this AGB).
- (2) For agreements regarding additional services with a minimum period that is stipulated in the application form, in the conditions regarding rates and charges or in the other parts of the contract (§ 33 of this AGB), the termination with notice cannot become effective before the expiry of the minimum duration of the contract.
- (3) The termination of an agreement over additional service without notice by Datamobile or by the participant and the immediate dissolution of the agreement by Datamobile are possible with the same reasons as those applicable in the case of termination without notice or immediate dissolution of a contractual relationship. If a monthly fee is to be paid for availing of the additional service, then the stipulations concerning the notice periods for the termination of contractual relationships will be applicable.

Section IV

CONTESTING THE CLAIMS OF DATAMOBILE

Objections

- § 30. (1) Objections to the invoiced tariff claims should be raised by the customer in writing, within one month of receiving the invoice, and sent to Datamobile, otherwise the claim, in the sense of a constitutive acknowledgement, will be considered to have been accepted. If tariff claims without are paid without the raising of an invoice, then the customer has to raise his objections vis--a--vis Datamobile in writing within one month after the payment, otherwise the claim will be considered as honoured. If the charges are paid by purchasing a credit voucher for recharging a credit in terms of connection charges, then the customer has to raise his objections in writing within one month after using up this credit, else the claim will be considered as honoured.
- (2) Datamobile is bound to examine all the underlying factors based on the objections raised within the stipulated period for determining the contested claims of charges and confirm the correctness of the contested claim of charges with the help of the result of this scrutiny or modify the invoice accordingly. Datamobile shall be entitled to first conduct a standardised examination procedure. In this case, the customer can demand further scrutiny in writing, within one month after receiving the decision based on this examination procedure.
- (3) If Datamobile dismisses the objections finally or if it does not take any final decision within four months of receiving the objections at Datamobile or in the event of a demand for a further examination, the customer should take recourse to legal action within two months after receiving the final decision or after unsuccessful expiry of the decision period, otherwise the contested charge claims will be considered to have been accepted. If the regulatory authorities are called upon as arbitrating office, then the period for taking recourse to legal action will be restricted for the duration of the proceedings before the arbitrating office. In cases of dispute wherein the customer claims violation of or non-compliance with the statutory requirements, he will be entitled to inform the regulatory authorities about the purported violation or non-compliance.
- (4) If Datamobile has not saved any of the connection data due to technical reasons or legal inadmissibility, or has deleted the saved connection data due to contractual or statutory obligations, no obligation to furnish proof will be applicable for individual connection data.
- (5) Datamobile will point out the above periods and the consequences of not abiding by them to the customer. Statutory claims of the customer in the case of justifiable objections after the expiry of the above-mentioned periods will remain unaffected.

New calculation of connection charges

- § 31. (1) If an error is found during the examination of the extent of the connection charges that are billed, which could have been to the disadvantage of the customer, and if it is not possible to determine the correct charges, then, with due consideration for the actual circumstances at hand, a consolidated bill amount is to be fixed for the connection charges. The following will be considered in the sequence given below as the basis for the new calculation of the connection charges of the corresponding billing period:
1. the connection charges of the same billing period of the previous year,

2. the average of the connection charges of the last three billing periods,
 3. the average of the connection charges of the next three billing periods.
- (2) If, in the case of Z 2 or 3, fewer than three billing periods are available, then the average of the connection charges of the available billing periods is to be considered. If even this is not possible, then a suitable compromise should be arrived at. Datamobile will not alert the customer in case of any connection charges that may be incurred for data roaming, the data card is not limited. Thus, there will be no intimation from Datamobile once the amount of EUR 50.-- (excluding VAT) is reached.

Agreed place of fulfilment, court of jurisdiction / competent court

- § 32. (1) In the event of disputes arising from this contract between Datamobile and the customer within the Principality of Liechtenstein, the right of Datamobile as well of its customers to invoke the regulatory authorities as arbitrators as defined under the Art. 59 KomG remains unaffected. In case the dispute cannot be resolved, it will be subject to civil jurisdiction.
- (2) The agreed place of fulfilment and court of jurisdiction is Vaduz. Datamobile can also appeal at any other competent court within the customer's jurisdiction.

Section V

SPECIAL CLAUSES FOR CONTRACTS WITH MINIMUM CONTRACTUAL TENURE

Amicable dissolution, premature ending of the contractual relationship

- § 33. (1) Datamobile shall be entitled to provide for a minimum contractual tenure in its application forms, conditions regarding rates and charges or in the other parts of the contract. The minimum contractual tenure begins with the expiry of the day on which the service was provided operationally, however, with the conclusion of an agreement that envisages the minimum contractual tenure, at the earliest. The length of the period of the minimum contractual tenure is contained in the application forms or conditions regarding rates and charges. Unless otherwise agreed, minimum contract duration is 12 months (twelve months)
- (2) For contracts with a minimum contractual tenure stipulated in the application form, in the conditions regarding rates and charges or in the other parts of the contract, a termination with notice period cannot become effective before the expiry of the agreed minimum contractual tenure. On written application from the participant, Datamobile may consent to dissolve the contractual relationship amicably on expiry of the notice period for termination in accordance with § 23 of this AGB.
- (3) If the contractual relationship is ended through a termination without notice on the part of Datamobile, amicable dissolution, immediate dissolution on the part of Datamobile, through the death of the participant or through the initiation of insolvency procedures over the assets of the participant before the minimum contractual tenure has ended, then, once the contractual relationship comes to an end, the remaining charges have to be paid for the period between the time the contract comes to an end and the end of the minimum contractual tenure. The remaining fees will amount to the basic charges incurred for this period, unless otherwise stipulated in the conditions regarding rates and charges. For the extent of the basic charges, the time of ending of the contractual relationship will be definitive, unless otherwise agreed in the conditions regarding rates and charges.
- (4) The tenure of the contract will be extended in each case automatically by 12 months, unless the contract is terminated with due adherence to a one month notice period, once the minimum contractual tenure comes to an end, or the extension period is terminated in writing. In the event of an automatic extension, the customer is entitled to exercise any of the options mentioned in the "Retention" form, whereby he may chose only one of the options pertaining to an (extended) contractual tenure of up to 12 months.

Annex 1 to the AGB Mobile

Charges based on actuals

If no average cost slabs based on consolidated amounts have been defined for calculating the charges based on effort, then the following applies to the calculation of the costs incurred:

The incurred costs include the costs for the material, the labour costs, the administrative overhead and the transport costs. The incurred costs also include the costs for works executed by third parties on behalf of Datamobile (management). The costs for the material that is used will be billed based on the usual commercial prices. The labour costs are charged based on unit rates for the hours of work. The unit rates are determined based on the salaries, wages and auxiliary charges paid, in addition to the non---wage labour costs. The allowances for overtime, work done on Sundays and holidays as well as for the night shifts will be billed separately. The travel times are counted as working hours. Fractions of a working hour will be rounded off to the nearest higher quarter hour. The administrative overhead will be calculated based on the labour costs corresponding to the share of the associated administrative effort involved. For the transportation of material and technical installations, the necessary transport costs will be billed based on hourly or kilometre rates.

Annex 2 to the AGB Mobile

Determined and processed master data and connection data

1. Master data (participant data as defined in Art. 3 Bst. 1 Point 48 KomG in the version with Art. 51 VKND) as understood in this AGB, are, in particular:

- a) Family name and first name or the name of the company and/or Sales tax ID number in the case of legal entities,
- b) Address,
- c) Participant number,
- d) Details of the creditworthiness (credit rating). These details will be used only for the purpose of examining the creditworthiness (credit rating) of the participant before entering into the contract and will be deleted from the customer file of the participant at Datamobile after this without further instructions from the of the participant.

2. Connection data (transaction data as understood in Art. 3 Sec. 1 Point 46 KomG in the version with Art. 52 VKND) as understood in this AGB are, in particular:

- a) active and passive participant numbers,
- b) address of the participant,
- c) type of end device,
- d) charge code,
- e) total number of units to be billed for the billing period,
- f) nature, date, time and duration of the connection,
- g) data volumes transmitted,
- h) other payment information such as advance paid, payment of instalments, call blocking or reminders.

Annex 3 to the AGB Mobile

Specification of services and conditions regarding rates and charges for the mobile telephone service

1. Basic services

1.1. Mobile telephone connection DM

Datamobile will grant to its customers within the framework of the existing technical and operational possibilities to a mobile telephone connection DM and will assign to the connection one or more telephone numbers depending on the service. For this, it will hand over to its customer a coded SIM---card (Subscriber--- Identity---

Module) and will further issue at least one PIN---Code (Personal Identification Number) and at least one PUK---Code (Personal Unblocking Key), which is to be kept secret by the customer.

The SIM---card will enable in addition to the use of the mobile telephone connection DM the saving of individual directories (e.g. telephone number directories) and certain functions of the end device. A PIN---Code can be changed by the customer.

Datamobile can change the telephone numbers of the mobile telephone connection DM due to technical or operational reasons. Changes in the telephone numbers will be intimated in advance to the customer.

The operational provisioning of the mobile telephone connection DM will be done on the date desired by the customer, or latest by one week following the fulfilment of all the pre---requisites required of the customer. Datamobile will start with the rectification of malfunctions in the connection within the regular fault clearance period without culpable delay and complete the fault clearance without culpable delay within 72 hours, whereby the period is not reckoned outside of the regular fault clearance periods. Regular fault clearance time is the time from 07:00 hours 23:00 hours.

The advice of charges contains a grouping of the charges based on the type of charge. In the case of connection charges, the tariff zones will be listed additionally, and in the case of roaming, the operator will also be mentioned; here, the total duration and the number of connections as well as the charges incurred per tariff zone and operator are specified.

1.2. Mobile telephone connections DM

With the help of the SIM card that is inserted into his end device, which is suited for this, and activated, the customer can receive connections or establish connections through Datamobile with other connections. Connections with connections to other operators within the country and abroad and connections through foreign mobile telephone networks (roaming) will be set up only if corresponding agreements exist with these. Before using the end device for the first time, a PIN code should be entered, unless the customer has not generally relinquished the option of entering a PIN code. If a PIN---Code is entered wrongly three times in succession, the SIM---card will be locked and can only be activated on entering a PUK---code. After the ninth wrong entry of a PUK---Code, the SIM---card will become unusable.

Mobile telephone connections are digital voice connections. In addition to this, even non---voice signals – please see Point 1.4. – can be transmitted through these. The transmission of non---voice signals can however be restricted owing to the technical conditions.

mobile telephone connections are set up through Datamobile within Liechtenstein, within the framework of the existing technical and operational possibilities, whereby the degree of supply of the Datamobile network is at least 75 per cent of the population of Liechtenstein and the general loss rate within the network is averaged over ten peak traffic hours is a maximum of 5 per cent.

Owing to the dimensioning of the network, which is still being set up, and depending on the conditions of mobile propagation conditions such as radio shadow regions, however, it can happen that a connection gets hampered, interrupted or cannot be set up at all times, especially in buildings.

Connections to connections of other networks are possible, but the nature of transmission and the frequency range could change here.

1.3. Principles for billing the telecommunications services

The Basis for the billing are the tariffs which in turn are based, on the one hand, on the fixed costs, in the form of a monthly (and hence recurring) basic charge--- and variable costs, on the other hand (that is, costs depending on the usage) for the telecommunications services (such as voice telephony, data services).

The precise costs for such special tariffs or tariff options can be viewed at any time under www.datamobile.ag or at the sales offices of Datamobile or requested through the Datamobile service line (Tel: +423 233 1370).

A telecommunications service will be billed only if a connection has been set up successfully, and will be billed based on usage, i.e. depending on the extent of use by the customer.

Datamobile does not undertake any liability in relation to the billing of calls that are not conducted within the Datamobile network (roaming calls), and does not provide any approval of assumption of costs. Complaints relating to a billing of roaming---costs by Datamobile can be raised by the customer through Datamobile against the concerned Roaming---Partner of Datamobile.

1.4. SIM card as hardware in the form of 1FF, 2FF, 3FF, 4FF and embedded SIM. All forms are also available as eSIM

1.5. Voice services

Datamobile offers voice services for special projects

1.6. Non---voice services

Datamobile offers the following non---voice services:

--- Mobile text (transmission of text); this will be activated only if requested by the customer.

--- Mobile---Data (transmission of data); is available automatically in all tariff models.

--- Mobile---Fax (Fax transmission); this will be activated only if requested by the customer.

For availing of the Mobile---Data and Mobile---Fax services, no additional monthly charges will be incurred. Both the services must however be requested at the time of registration.

2. Additional services

In particular, Datamobile provides the following additional services, in each case based on agreement within the framework of the existing technical and operational possibilities, against the payment of a separate charge.

2.1. Duplicate SIM---card

The customer will receive a duplicate SIM card if he loses the original SIM---card or if he returns the existing SIM card, which has become unusable.

2.2. Receipt of invoice

A billing cycle normally extends over one calendar month. Datamobile customers can view their bills at any time online under www.datamobile.ag .

2.3. Individual charge advice

If desired, the date, time, duration, type of connection, charges levied and the dialled location code (STD code) and the dialled telephone number and the cost centre allocated to the connection for every outgoing connection can be communicated to the customer for the period desired. The individual charge advice will be provided free of cost to business customers (pre---requisite: Extract from the Commercial Register).

In addition to this, and based on telephone numbers, the incoming calls can be viewed online under www.datamobile.ag .

2.4. Support

On all working days from Monday to Thursday from 08:00-17:00 and on Friday from 08:00-15:00, the Datamobile Customer Service can be accessed under the number +423 233 1370.