

General Business Terms and Conditions of Mox Telecom AG for Mox Calling card Services and for on-line direct sale via the Mox WebShop

1. Applicability of the General Business Terms and Conditions

1.1. These general business terms and conditions regulate the customer relationship established between the user (end-customer) and Mox Telecom AG, (hereafter 'Mox') with regards the calling card telecommunication services offered to end-customers by Mox.

1.2. Customer terms and conditions to the contrary do not apply. This is also the case where Mox does not expressly object to such terms and conditions. The contract is closed upon issuing the card. A change to the provisions or prices may be made at any time.

2. Calling card Services

2.1. The pre-paid Calling card service constitutes a telephone service, the provision of which depends on the end-customer having paid money in advance (pre-paid) for the services rendered on the basis of a credited account (calling card). With the calling card, and by means of a PIN, Mox gives the respective, authorized card holder the right to use Mox's telecommunication services up to the face value of the card (credit) and for the tariffs valid at the respective time of connection. Furthermore, Mox offers so-called Call Back Services whereby the end-customer, after appropriate authorization through the PIN, can call one of Mox's Call Centres. At the end of this call, the Call Centre phones the customer back and establishes the connection to the end-customer's desired destination number.

2.2. The services can be used by dialing either the national free-phone number, a local access number, a shared-cost number printed on the card or via our Call Back service. Authorization is assumed through the PIN assigned to the card. The Call Back services can also facilitate connections abroad. However, this always requires a certain supply and connection through Mox. The customer should keep the PIN confidential and may, in his own interests, only bring it to the attention of authorized secondary users, where appropriate.

2.3. Mox's telecommunications network shows an average availability of 97.5 % measured over a period of 365 days. On offer are connections to national and international destinations on landline and mobile networks. The connection

depends on the existence of an interconnection with the respective destination network.

3. Payment

3.1. For every service used, the customer is to pay the tariffs accrued at the time of each connection from the current price list, as issued by Mox. These payments will be off-set with the pre-paid credit. The customer is to pay for every use, which can be attributed to him and which has been facilitated or tolerated by him.

3.2. Mox will only adjust the pricelist according to market requirements and to the development of the retail prices in particular. The customer is to keep himself informed at all times of the relevant, valid pricelist on the Mox website before use. Current card tariffs may also be obtained from each point of sale. As regards the minute tariffs, Mox is entitled to increase the additional charges as per the price list.

3.3. After the calling card's validity period has expired, the customer can, within 3 months, send the calling card to Mox directly, (Address: Mox Telecom AG, Bahnstr. 43 - 45, 40878 Ratingen, Germany, marked "calling card"). Mox will send a new calling card to the customer offsetting the remaining call credit against the value of the new card. For PINs bought online this procedure also could be arranged via email to info@mox.de.

3.4. Customers are entitled to a refund providing they return any goods ordered within 14 days of receipt. This returns policy excludes cards, which have been unsealed, activated or used in any way.

4. Data Protection

4.1. Mox collects and handles the data in accordance with stringent German data protection regulations. Hereafter, Mox will only handle customer data required to create, amend and define the contract (stock data), for facilitating the use, as well as invoicing, of services (user data and billing data, respectively), or where the customer has given his consent.

4.2. The data transfer is cryptographically secured by secure socket layer (SSL) technology.

4.3. When submitting personal user data to the Mox Web shop the user consents to Mox being allowed to store this data. The data will be saved in a specially secured area on the server. Mox does its best to protect such data.

4.4 The user data is protected by a password from unauthorized access. By entering his personal password, the user has access to his personal data at any time. Before making any payments in the Mox Web Shop the user has must enter the password again for security reasons.

5. Liability

5.1. For pecuniary losses arising in conjunction with telecommunication services, Mox's liability is limited to the sum of 12,500 euro per case of loss. The liability against the entirety of Mox's customers is limited to the sum of 10 million euro per damage-causative event. Should the amount payable to more than one customer, due to the same damage-causative event, exceed this limit then the indemnity will be scaled down to the same ratio in which the sum of all the claims for indemnity stands in relation to this limit. The limit does not apply, if the damage is caused intentionally.

5.2. For all other damages, irrespective of the legal grounds, Mox will only take liability for itself and its vicarious agents if an fundamental contractual obligation (the so-called cardinal obligation) was culpably infringed in a manner that endangers the purpose of the contract, or if dam-

age was caused negligently or deliberately. If the culpable infringement of a cardinal obligation was caused neither by gross negligence nor deliberately, then the liability for the amount in question is limited to typical contractual damages, which were reasonably foreseeable at the time the contract was closed.

5.3. Mox's liability for assured quality remains unaffected by the aforementioned provisions in accordance with the Irish legal provisions on product liability.

5.4. As far as the liability of Mox is effectively excluded or limited so the personal liability of employees, other staff members, factors, servants and assignees is as well.

6. Miscellaneous

6.1. In the event that individual provisions of the general terms and conditions are or become invalid as a whole or in part, or in the event of the contract containing a loophole, the effectiveness of the other provisions remain unaffected.

6.2. The terms and conditions are in accordance with and subject to German law. The contractual relationship and all acts in connection with it are subject to German law, excluding the UN Sales Convention.

6.3. The place of jurisdiction is Ratingen, provided the customer is a trader.

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