

1. Scope and changes

1.1 Unless these General Terms and Conditions, the respective service description or price list stipulate otherwise, the applicable statutory provisions apply, in particular the Telecommunications Act (TKG).

1.2 These General Terms and Conditions regulate the provision of services by WIFISAX to private and business customers. The scope of services is determined in detail from the respective service description, which is sent to the customer when the contract is concluded together with these General Terms and Conditions and is also available at www.wifisax.de. The respective service description is an integral part of the contract between WIFISAX and the customer.

2. Changes to fees and special conditions

2.1 WIFISAX is entitled to adjust the fees for the contractual services to adapt to changing market conditions, in the event of significant changes in procurement costs, changes in sales tax, the costs for special network access, for interconnection and for services from other providers, the respective price list no more than once per quarter. In the event of price increases that significantly exceed the regular increase in the general cost of living (consumer price index of the Federal Statistical Office), the customer can withdraw from the contract in the manner described in section 15.9 within four weeks of the change taking effect. WIFISAX will notify the customer of the price change in text form (i.e. in writing, by fax or email) in a timely manner before it takes effect and will clearly indicate to the customer in the notification the possibility of terminating the contract.

WIFISAX is also entitled to make changes to the service description or the general terms and conditions and other conditions. WIFISAX will only make these changes for good reasons, due to new technical developments or changes in case law. If the change significantly disrupts the contractual balance between the parties, the change will not be made. Otherwise, changes require the customer's consent. WIFISAX will notify the customer of the changes in text form (i.e. in writing, by fax or email). Consent to the changes is deemed to have been given if the customer does not object to the change in writing within 4 weeks of receiving the notification of the change. WIFISAX will inform the customer of the consequences of failing to object in the notification of the change. If the customer refuses consent, the contractual relationship between WIFISAX and the customer remains unchanged. In the event of changes to sales tax, the costs for special network access, for interconnection and for services from other providers, WIFISAX can adjust the respective price list accordingly to reflect the change in costs. The customer has the right to withdraw from the contract within four weeks of the change taking effect under the conditions set out in paragraph 1 of the section 2.1. This does not apply to a price adjustment due to a change in sales tax.

3. Conclusion of contract

3.1 By ordering the services covered by the contract, the customer submits his offer to conclude a contract by sending the application form provided by WIFISAX. When ordering by telephone, the customer places the order for the contractual services by concluding a contract in oral form. When ordering by telephone, no application form is required.

3.2 The contract for the provision of the contractual services between WIFISAX and the customer is concluded when the customer receives the order confirmation from WIFISAX. A confirmation of receipt of the order sent to the customer in advance does not constitute acceptance of the customer's contract offer.

4. Scope of services

4.1 The scope of the services provided by WIFISAX is determined from the respective service description for the product ordered by the customer. WIFISAX can carry out the installation itself or via third-party companies.

4.2 Upon request, WIFISAX will provide the customer with the hardware and software specified in the service description.

4.3 If WIFISAX makes hardware available to the customer on a permanent basis based on an order, WIFISAX will deliver and transfer ownership of the hardware to the customer within a reasonable period after the contract has been confirmed at the latest when the contractual services are provided.

4.4 If the hardware is only made available to the customer for use during the contract term, the delivered hardware remains the property of WIFISAX. The customer is entitled to use the hardware as intended during the contract term. The customer must handle the hardware carefully and protect it from unauthorized access by third parties.

4.5 At the customer's request, WIFISAX will install hardware and/or software purchased by the customer or provided to the customer for use during the contract period, ready for use, on site at the customer's premises. WIFISAX can carry out the installation itself or via third-party companies.

5. Restrictions on the obligation to provide services

5.1 The provisioning of the contractual services by WIFISAX can take up to four weeks from the time the contract is confirmed, unless WIFISAX and the customer have agreed otherwise.

5.2 The transmission speed of the DSL connection depends on the bandwidth of the DSL connection ordered by the customer ("transmission speed"), i.e. on the tariff selected. The transmission speed is a maximum value, the achievement of which depends on various technical factors that are beyond WIFISAX's control. These factors include the distance of the customer's location from the nearest main exchange, the performance of the servers integrated into the public Internet and the network utilization during the respective period of use. WIFISAX is not obliged to achieve the maximum transmission speed at a specific time.

5.3 WIFISAX offers telephony services within the scope of these terms and conditions according to its technical and operational capabilities.

5.4 After 24 hours of uninterrupted use of the access services, the connection will be forcibly disconnected to protect against unintentional excessive use and for security reasons, regardless of any data exchange carried out at the time of the forced disconnection, unless otherwise agreed, in the service description. Customer claims are excluded in this respect.

5.5 If WIFISAX is prevented from fulfilling its obligations due to the occurrence of unforeseen events affecting WIFISAX or its suppliers, and which WIFISAX could not avert even with the care that was reasonable under the circumstances, e.g. force majeure, war, civil unrest, strikes and lockouts, the service period shall be extended by the duration of the hindrance plus a reasonable start-up time.

5.6 WIFISAX's obligation to provide services is subject to correct and timely self-supply of products and advance services, provided that WIFISAX has concluded a congruent hedging transaction with the necessary care and that the incorrect or late delivery is not due to issues within the physical control of WIFISAX. If transmission

paths, hardware or software extensions or other technical services from third parties, in particular electricity supplies, are required for the installation or expansion of customer connections or for other services, these are considered advance services. WIFISAX will inform the customer immediately about the unavailability of its services and will immediately refund any fees already paid for unavailable services.

5.7 WIFISAX is entitled to switch off access to the customer's or third party's websites, Internet newsgroups or IRC channels if their content violates applicable German law, legal or official prohibitions or common decency. The customer has no claims in such cases.

5.8 WIFISAX may replace individual product components of a tariff with equivalent product components if this is necessary due to technical innovations or market developments and this change is reasonable for the customer.

6. Customer's duty to cooperate, disclosure to third parties

6.1 If installation on site at the customer's premises is required or agreed, the customer must be present during the installation and grant the technician access to the rooms and technical facilities relevant to the installation. If the customer fails to keep an agreed appointment, the customer must bear the resulting additional costs and expenses (in particular travel costs).

6.2 The customer must keep access data for the use of WIFISAX's telecommunications services, in particular access codes and passwords, secret and protect them against unauthorized access. The customer is responsible for any misuse of access data for which the customer is responsible. The customer must inform WIFISAX immediately in text form (i.e. in writing, by fax or email) of any loss or misuse of his access data.

6.3 The customer may only use the services provided by WIFISAX within the scope of the agreed service and for the agreed purpose, i.e. the customer may only use services for private customers for private purposes; use for commercial purposes is excluded. If the customer also wants to use the services for business purposes, he must order a connection for business customers. In particular, the customer may only pass on the telecommunications services and other services provided by WIFISAX to third parties for a fee, reselling them, is only allowed with the prior written consent of WIFISAX. Furthermore, the customer may only allow the telecommunications services provided by WIFISAX for private customers to be used by people living in the same household as him; the customer may only allow services for business customers to be used by employees of his company. In this case, the customer must inform these people about the rights and obligations arising from the contract between the customer and WIFISAX, from the general terms and conditions and the service description, before starting to use the services.

6.4 The customer is obliged to organize his usage behaviour in such a way that excessive use of the server and/or other services provided by WIFISAX is avoided.

6.5 The customer may not use the email service or other services provided by WIFISAX for purposes that are contrary to the contract, illegal or immoral, such as in particular to harass third parties or to hinder the proper use of another Internet connection or access. In particular, the customer may not send spam emails or mass advertising.

6.6 The customer may only transfer rights and obligations arising from this contract or the contractual relationship to third parties with the prior written consent of WIFISAX.

6.7 If the customer allows third parties to use the telecommunications services provided by WIFISAX, he is

fully responsible for all actions of these persons, for controlling access and use by these persons and for the consequences of any kind of misuse. The customer is liable for any misuse that occurs in this regard and the fees to be paid to WIFISAX, unless he is not responsible for the misuse or use.

6.8 Third parties within the meaning of this regulation also include companies affiliated with the customer within the meaning of Sections 15 ff of the German Stock Corporation Act (AktG).

6.9 The customer must inform WIFISAX immediately in writing or by fax of any changes to his name, address, bank details, invoice recipient or other data recorded in the application form.

7. Responsibility for content

7.1 To the extent that WIFISAX provides the customer with access to the use of the Internet, the content transmitted is not subject to any review by WIFISAX, not as to whether it contains harmful software (e.g. viruses), is correct and complete or contains illegal information. WIFISAX is not responsible for third-party information to which WIFISAX provides the customer with access, provided that WIFISAX did not initiate the transmission of the information, did not select the recipient of the transmitted information itself and did not change the transmitted information.

7.2 If WIFISAX provides the customer with one of the Internet portals www.wifisax.com, www.wifisax.de, www.wifisax.net free of charge, WIFISAX is not liable for the accuracy or completeness of the information and content of third parties transmitted via these portals. If contractual relationships arise regarding the use of offers from other providers to which WIFISAX provides access via one of the portals, this occurs exclusively between the respective other provider and the customer. WIFISAX assumes no liability for the fulfilment of the corresponding contractual obligations.

7.3 The customer is responsible for all content produced by him or his access ID (forum posts, homepages, etc.). There is no general monitoring or checking. The customer cannot demand that WIFISAX subsequently delete content.

8. Abuse

8.1 The customer is obliged not to misuse the contractual services themselves, in particular

- not to disrupt, change or damage the WIFISAX network or other networks;

- not to transmit chain letters, unauthorized advertising or other annoying messages ("spam") or viruses;

- to use the service in compliance with the rights of third parties, in particular protective rights such as copyright and trademark rights;

- not to violate criminal law provisions, especially §§ 184 ff. StGB (distribution of pornographic material), § 86 f. StGB (distribution of propaganda material of unconstitutional organizations), §§ 111 StGB (public incitement to commit crimes), § 126 StGB (threat of crimes), § 129a para. 3 StGB (advertising for a terrorist organization), § 130 StGB (incitement of hatred), § 130a (instructions to commit crimes) and § 131 StGB (depiction of violence) and not to violate regulations for the protection of young people;

- to transmit or point out content that contains defamatory statements or other illegal and immoral content or that could damage the reputation of WIFISAX.

8.2 The customer must take reasonable precautions to prevent unauthorized third-party access to the WIFISAX network using the customer's terminal equipment. To this end, the customer will in particular only use terminal equipment that corresponds to the state of the art. The customer will observe the manufacturer's safety instructions issued before or after purchasing the terminal equipment.

8.3 If the customer violates the obligations under section 8.1, WIFISAX is entitled to take all necessary measures to eliminate the misuse, in particular to temporarily block the customer's access. The blocking does not release the customer from his obligation to pay the basic fees regardless of usage. In the event of serious or repeated violations, WIFISAX reserves the right to terminate the contract without notice.

8.4 The customer is liable to WIFISAX for damages caused by violations of his obligations arising from sections 8.1 and 8.2 or by misuse by persons to whom the customer makes the contractual services available in accordance with section 6.3, and indemnifies WIFISAX against any claims by third parties in this regard if the customer is responsible for the violation. WIFISAX is entitled to block access to an offer that contains illegal or immoral content at any time without prior notice.

9. Delivery of hardware and/or software

9.1 If WIFISAX sells hardware and/or software from its product range to the customer, the following provisions apply.

9.2 The delivered goods remain the property of WIFISAX until the purchase price has been paid in full.

9.3 Unless otherwise specified below, the customer's warranty claims for defects in the goods are governed by the statutory provisions.

9.4 Unless consumer goods are purchased, the limitation period for the customer's warranty claims is one year. Excluded from this are claims for damages due to injury to life, body and health or a material contractual obligation, as well as cases of intent. In this respect, the statutory limitation period applies. The start of the limitation period is governed by the statutory provisions.

9.5 Claims for damages due to defects in the goods are limited to the scope specified in Section 14. Section 444 of the German Civil Code remains unaffected.

10. Remuneration

10.1 The customer is obliged to pay WIFISAX the agreed fee from the time the contractual services are made available. For contractual services that WIFISAX makes available for the first time during the course of a month rather than on the first of the month, WIFISAX is also entitled to invoice the portion of the remuneration for the remaining part of the month on a daily basis. The resulting data traffic and other services are billed according to the agreed WIFISAX tariff. Invoicing takes place monthly at the beginning of each month for the previous month.

10.2 The customer is also obliged to pay fees that have arisen through authorized or unauthorized use of the customer connection by third parties, unless the customer is not responsible for the use. The customer is responsible for proving that he is not responsible for the use.

10.3 If the customer has objections to invoiced claims, these must be raised in writing to the address specified on the invoice within six weeks of receipt of the invoice, otherwise the invoice is deemed to have been approved. WIFISAX will draw the customer's attention to this in the invoice in a clearly printed form.

10.4 The invoice amounts must be paid within 7 days of receipt of the invoice to the account specified in the invoice.

10.5 If the customer participates in the direct debit procedure, the invoice amounts will not be collected before 7 working days have passed after receipt of the invoice.

10.6 For direct debits that cannot be redeemed by the customer's bank, WIFISAX will charge the customer the usual bank fees.

10.7 If the customer defaults on a payment, WIFISAX will charge a reminder fee in accordance with the price list for each reminder. The customer can counter this fee with proof that the damage claimed has not occurred at all or has only occurred to a much lower extent than that claimed in the fee. In addition, statutory default interest will be charged. WIFISAX expressly reserves the right to prove further damage.

11. Offsetting, right of retention, assignment

11.1 Any refund claims by the customer, e.g. due to overpayments, double payments, will be credited to the customer's invoice account or offset against outstanding claims by WIFISAX. If the customer expressly requests this and there are no outstanding claims by WIFISAX, the refund will be made to the bank account used by the customer to collect the WIFISAX claims or to another bank account expressly specified by the customer.

11.2 The customer can only offset claims by WIFISAX with undisputed or legally established counterclaims.

11.3 The customer can only assert a right of retention for counterclaims arising directly from this contract. If the customer is an entrepreneur, he can only assert rights of retention or rights to refuse performance in this context for undisputed or legally established counterclaims.

12. Blocking

12.1 If the customer defaults on his payment obligations to WIFISAX in the amount of at least €75.00, WIFISAX is entitled to block the customer's connection. WIFISAX will first threaten the customer with the blocking in writing two weeks in advance and inform the customer of the possibility of seeking legal protection in court. The blocking will initially be limited to outgoing calls and connections for one week. Only then will WIFISAX implement a complete blocking if the customer does not fulfill his payment obligations.

12.2 Furthermore, WIFISAX is entitled to block the customer's connection if

- the customer has given cause for immediate termination of the contractual relationship, or

- there is a risk of WIFISAX's facilities, particularly the network, being endangered by repercussions from the customer's facilities or a risk to public safety, or

- the number of connections and the associated fee income increases significantly compared to the previous six billing periods and facts justify the assumption that if the connection is blocked at a later date, the customer will not pay fees for services provided in the meantime, will not pay them in full or on time, or will object to the fees, and the blocking is not disproportionate.

12.3 If the connection is blocked, the customer remains obliged to pay the monthly fees that are independent of usage (e.g. the basic fee).

13. Data protection information

WIFISAX collects, processes and uses the customer's personal data within the framework of the data protection regulations set out below:

13.1 Purpose and legal basis

WIFISAX observes the statutory provisions on data protection when handling personal data. The legal basis for this is the Telecommunications Act (TKG) and the Federal Data Protection Act (BDSG). WIFISAX takes all technical and organizational measures required for data protection and data security.

13.2 Inventory data

Inventory data is personal data that is required for the establishment, amendment and content design of the contract, such as name, address, date of birth. The date of birth is required to reliably distinguish between customers with the same or similar names. The collection, processing and use of the customer's personal data takes place at WIFISAX's domestic headquarters. After the contractual relationship has ended and all mutual claims have been settled, WIFISAX's inventory data will be deleted or blocked at the end of the following calendar year.

13.3 Traffic data

Traffic data is personal data that is required to provide a telecommunications service. WIFISAX can - if this is necessary for billing purposes or otherwise required by law - save the start and end of the respective connection, the amount of data transmitted, the telecommunications services used and other traffic data necessary to set up and maintain telecommunications and to bill fees. WIFISAX saves the traffic data that WIFISAX needs to calculate and prove the amount of the invoice for up to a maximum of six months after the invoice is sent, unless the customer has instructed WIFISAX to delete the data immediately after the invoice is sent. WIFISAX only processes and stores traffic data for a longer period in exceptional cases, to clarify objections to the invoice or to clarify or prevent misuse, e.g. to remedy faults. If the traffic data has been deleted at the customer's request or after the statutory period has expired, WIFISAX is exempt from the obligation to provide evidence of the accuracy of the fee calculation. Traffic data that is not required for setting up further connections or for other permissible purposes will be deleted immediately after the connection has been terminated.

13.4 Regulation on data retention

WIFISAX is legally obliged to collect and immediately store the following data for information procedures in accordance with the Telecommunications Act:

- the customer's connection ID,
- the name and address of the connection owner.
- for natural persons, their date of birth,
- for landline connections, also the address of the connection,
- the date of the start of the contract

before activation, even if this data is not required for operational purposes; the date of the end of the contract must also be stored when it becomes known. The data must be deleted at the end of the calendar year following the termination of the contractual relationship.

WIFISAX is also legally obliged to store traffic data generated or processed when using a WIFISAX full connection service for six months in accordance with the following regulation. This data includes:

- the Internet protocol address assigned to the subscriber for Internet use,
- a unique identifier of the connection used for Internet use,

- the start and end of Internet use under the assigned Internet protocol address by date and time, specifying the underlying time zone.

WIFISAX must delete the data stored solely based on this regulation within one month after the expiry of the six-month period or ensure that it is deleted.

WIFISAX must delete data stored based on the above storage obligation:

- to prosecute criminal offenses
- to avert significant threats to public safety or
- to fulfil the statutory duties of the federal and state constitutional protection authorities, the Federal Intelligence Service and the Military Counterintelligence Service

to the responsible authorities at their request, insofar as this is provided for in the respective statutory provisions with reference to this regulation and the transmission is ordered in the individual case. Currently, transmission for the prosecution of criminal offenses is only necessary if there is a specific suspicion that a crime of significant importance has been committed. WIFISAX does not use the data for other purposes except for providing information in accordance with this regulation.

13.5 Design tailored to needs

WIFISAX offers the customer modern telecommunications services and services with additional benefits tailored to their needs. In order to analyse this need, the customer's separate consent to the use and utilization of subscriber-related traffic data is a prerequisite.

13.6 Advice, advertising and market research

WIFISAX only uses the customer's inventory data for advice, advertising for its own offers or market research if the customer has given their consent to this and to the extent that the use is necessary for these purposes. In addition, as part of the customer relationship, WIFISAX can send text or image messages to the customer by telephone, post or email for the purposes mentioned above. The customer can object to this use to WIFISAX at any time in writing or electronically. This notice is also included again in every message sent to the customer.

14. Liability

14.1 When providing telecommunications services, WIFISAX is only liable for non-intentional financial losses up to an amount of €12,500 per user. Liability for all injured parties is limited to €3,000,000 for the respective event causing the damage. If the amount of damage exceeds the maximum liability amount, the compensation will be reduced in the ratio in which the sum of all claims for compensation is related to the maximum limit.

14.2 WIFISAX is not liable for all other damages, except for damages other than injury to life, body or health or a material contractual obligation, provided that these were caused by simple negligence on the part of WIFISAX, a legal representative or vicarious agent. In the event of a breach of material contractual obligations, WIFISAX's liability for property damage and financial losses is limited to compensation for the typical, foreseeable damage, if this was caused by simple negligence. Material contractual obligations are those whose compliance is necessary for achieving the purpose of the contract and whose compliance the customer can regularly rely on.

14.3 Liability under the Product Liability Act remains unaffected.

15. Contract term, termination, obligations upon termination

15.1 The contract begins when the customer receives the order confirmation sent by WIFISAX and is initially concluded for a term of 24 months. After the term has expired, it is extended by a further year if the customer does not terminate the contract in good time with a notice period of 3 months up to the end of the contract term. After an extended term has expired, the contract is extended by a further year if the customer does not terminate the contract in good time with a notice period of 3 months up to the end of the respective term.

15.2 The parties are entitled to terminate the contract in writing with a notice period of 3 months up to the end of the respective term. The notice of termination can be limited to individual services.

15.3 If the customer defaults on payment of a not insignificant part of the remuneration owed for two consecutive months or on an amount that corresponds to the monthly base price for two months in a period of more than two months, WIFISAX can terminate the contractual relationship without notice. WIFISAX is only entitled to terminate the contract if the customer is also in default of payment by an amount of at least €75.

15.4 If the customer's data is stored on the storage space provided to him at the time of termination, the customer is obliged to save it by downloading it at the latest when the regular termination takes effect. In the case of extraordinary termination, the customer must save his data within 2 days of the termination taking effect.

15.5 Existing WIFISAX tariffs will not be automatically terminated when ordering additional services or other products from WIFISAX, unless otherwise agreed in the respective existing contract between WIFISAX and the customer.

15.6 The right to extraordinary termination for good cause remains unaffected. Good cause is in particular:

- the culpable violation of essential provisions or conditions of this contract by the other party;
- the opening of insolvency proceedings over the assets of the user or third parties, in particular network operators, whom WIFISAX uses to fulfil its obligations under the contract with the customer;
- the refusal to open insolvency proceedings over the assets of these third parties due to insufficient assets;
- the failure of these third parties to provide the service owed for other reasons for which WIFISAX is not responsible, if it is not possible or reasonable for WIFISAX to obtain the services provided by these third parties elsewhere.

15.7 If the customer terminates the contract without observing the notice period and there is no reason justifying extraordinary termination, the termination will take effect at the next possible date. The customer is obliged to pay the consumption-based fees due up to the end of the contract on time.

15.8 In particular, there is no reason to justify extraordinary termination if the customer terminates their connection before the expiry of the WIFISAX tariff they have ordered. This only justifies extraordinary termination if the connection can no longer be made available to the customer for technical or other reasons not related to the customer.

15.9 Any termination must be made in writing (not electronically) by post or fax. This must be sent to WIFISAX GmbH, Bornaer Chaussee 35a, 04416 Markkleeberg or fax: 034297/918472.

15.10 If WIFISAX provides the customer with hardware for the duration of the contract, the customer must return the hardware to WIFISAX immediately, without being asked to do so and at their own expense after the contract ends.

16. Credit check

16.1 WIFISAX works with the SCHUFA company (SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden, hereinafter referred to as "SCHUFA") and the credit agencies specified in section 16.5 (hereinafter referred to as "credit agencies"). WIFISAX can obtain general information from the customer's account-holding bank if this is necessary in connection with the implementation of this contract (SCHUFA information), WIFISAX can transmit data about the application, initiation and termination of this contract to SCHUFA and/or the credit agencies and can receive information about the customer from SCHUFA and/or the credit agencies. Irrespective of this, WIFISAX will report data to SCHUFA and/or the credit agencies due to non-contractual processing (e.g. termination due to late payment, application for a reminder notice for an undisputed claim and enforcement measures) of this contract. According to the Federal Data Protection Act, these reports may only be made if this is necessary to protect the legitimate interests of WIFISAX, a contractual partner of SCHUFA and/or the credit agencies or the general public and the legitimate interests of the customer are not thereby impaired.

16.2 SCHUFA and/or the credit agencies store the data to be able to provide the credit institutions, credit card companies, leasing companies, retail companies including mail order companies and other companies that commercially give money or trade credit to consumers or offer telecommunications services with information for assessing the creditworthiness of their customers. Address data can be transmitted to companies that commercially collect debts and are contractually affiliated with SCHUFA and/or the credit agencies for the purpose of identifying debtors. SCHUFA and/or the credit agencies only make the data available to their contractual partners if they credibly demonstrate a legitimate interest in the data transmission. SCHUFA and/or the credit agencies only transmit objective data without specifying the creditor; subjective value judgements, personal property and financial circumstances are not included in the information. The customer can obtain information about the data stored concerning him from SCHUFA and/or the credit agencies.

16.4 WIFISAX is entitled to transmit the customer's inventory data to third parties if this is necessary for the purpose of assigning or collecting the claims. The legally permissible transmission of further customer data for the purpose of collecting the claims remains unaffected. The customer will be informed in writing of the appointment of a debt collection agency.

16.5 The addresses of the other credit agencies with which WIFISAX works are:

Creditreform Leipzig Niedenzu KG, Salomonstr. 25
D-04103 Leipzig

16.6 WIFISAX reserves the right to engage other credit information services. In this case, the customer concerned will be informed of this in writing and WIFISAX will obtain any necessary consent from the customer.

17. Choice of law, other

17.1 All legal relationships between WIFISAX and the customer are governed exclusively by the law of the Federal Republic of Germany, except for international private law and the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising from the contractual relationship between WIFISAX and the customer is the registered office of WIFISAX, provided that the customer is

a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law. However, WIFISAX is also entitled to sue at the customer's registered office.

17.2 The legal successors of WIFISAX are also bound by the obligations arising from contracts concluded based on these General Terms and Conditions.

17.3 If a provision of these agreements is or becomes invalid, this does not affect the validity of the remaining provisions. Instead, the parties will endeavour to agree on a replacement provision that corresponds to the purpose of the agreement or at least comes close to it, in place of the invalid provision, which the parties would have agreed to achieve the same economic result if they had known that the provisions were invalid. The same applies if the provisions are incomplete.

18. Right of withdrawal for consumers and consequences of withdrawal

Instructions on withdrawal for consumers

In accordance with §§ 355, 312 d BGB, WIFISAX draws your attention to the following:

18.1 (Right of withdrawal) If you, as a consumer, place an order with WIFISAX GmbH for a service (e.g. provision of a connection and/or a connection tariff) using only means of distance communication (e.g. by letter, fax, email, telephone, Internet), you have a right of withdrawal in accordance with the following withdrawal instructions.

You can withdraw your contractual declaration within 14 days without giving reasons in text form (e.g. letter, fax, email).

The period begins after receipt of this instruction in text form, but not before the conclusion of the contract and also not before fulfilment of our information obligations in accordance with Article 246 §2 in conjunction with Article 246 §3 EGBGB. To comply with the withdrawal period, it is sufficient to send the withdrawal in good time. The cancellation must be sent to:

WIFISAX GmbH
Bornaer Chaussee 35a
04416 Markkleeberg
info@wifisax.de

18.2 (Consequences of cancellation) In the event of an effective cancellation, the services received by both parties must be returned and any benefits derived (e.g. interest) must be surrendered. If you are unable to return or surrender the service received and benefits (e.g. benefits of use) or can only do so in a deteriorated condition, you must pay us compensation for the work. This may mean that you must nevertheless fulfil the contractual payment obligations for the period up to the cancellation. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for you when you send your cancellation notice, for us when we receive it.

18.3 Items that can be sent as a parcel must be returned at our expense and risk. Deviating from this, you must bear the costs of return if the item delivered corresponds to the one ordered and if the price of the item to be returned does not exceed an amount of €40 or if, in the case of a higher price of the item, you have not yet provided the consideration or a contractually agreed partial service at the time of cancellation. Otherwise, the return is free of charge for you. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for you when you send your cancellation notice or the item, and for us when we receive it.

18.4 In the case of a service, your right of cancellation expires prematurely if WIFISAX has started to perform the

service with your express consent before the end of the cancellation period or if you have initiated this yourself, e.g. by setting up a connection for the first time or downloading.

- End of cancellation policy -

WIFISAX GmbH
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04416 Markkleeberg