

## Contractual Terms and Conditions - Telephone & Internet Services

*This is a shortened (in english translated) version of the full text of our General Terms and Conditions of One World Communications, Bunt Communications, Arcor, Kabel Deutschland and/or Deutsche Telekom . A full version available in German can be made available upon you request.*

§1. I / We, the subscribing party (hereafter referred to as Subscriber), contract Bunt Communications Inc or its subsidiary companies for One World Communications Phone services, in accordance with the Bunt Communication General Terms and Conditions and this contract, by which Subscriber agrees to be bound.

§2. Monthly basic payment for this telephone account is due in advance of services rendered on the 1st of each month. The One World Communications billing cycle for telephone services begins on the 27<sup>th</sup> to the 27<sup>th</sup> of each calendar month. Payment must be received by Bunt Communications not later than the 5th day after billing date to avoid late payment penalties and possible account suspension. It is the responsibility of the Subscriber to ensure their billing information on file with Bunt Communications Inc is always current. All telephone costs incurred by the customer will be billed and are liable for payment immediately. All telephone expenses incurred by the users of the One World phone network, plus all others billed via the Telekom portion of the bill (ie: info, weather, other ISPs, call by call services, etc...) will be billed straight through to the customer. All other billed services will encounter a 5%-10% surcharge for collection dependent on the contractual arrangements between carriers. Calls to telephone networks not part of the T-Com national infrastructure will be assessed a 2 cent/min surcharge. These calls are not detailed since Telekom is not contractually responsible for providing this information. If these services are used, they are liable for payment immediately. It is up to the consumer to work out any disputes with the carrier they chose to use. If ever in doubt, please ask. If detail is required about the "other" charges, T-Com may issue a fee and this will be passed on. Failure to ensure timely payment of these costs can result immediate suspension of the account and collection proceedings will be initiated. Customer still remains liable for all payments until the account is paid in full and/or terminated as described in paragraph 4.

§3. Accounts continue to incur subscription fees until formally terminated by Subscriber or One World, Arcor KD, or T-Home. Failure by Subscribers to make timely payment, as specified in this contract, authorizes Bunt Communications Inc, immediately and without a requirement for further, additional notice to Subscriber, to deny access to Subscriber's account until full payment by Subscriber has been made to Bunt Communications. All billing services for Arcor, KD, or T-Home will at this time be cancelled by us, and your account released back to these carriers for direct collection. Such suspension of account access privileges for failed payment by the Subscriber does not indicate a termination or cancellation of this contract, nor does it relieve Subscriber of his/her obligation of continued payment prior to contract termination or cancellation. Should Subscriber fail to make payment as specified in this contract, Subscriber further agrees to reimburse One World Communications for any expenses related to the collection of payments from Subscriber, plus reasonable interest. These expenses may include but are not limited to reconnection fees, court costs, legal fees, and outside collection agency charges. Telephone contracts with minimal contract periods residence based, thus relocation will obligate full payment for the contracted location.

**§4. Termination of an One World account can only occur after a written, signed notice of the customer's intent to terminate the contract has been delivered to Bunt Communications.** Notification via E-Mail is not acceptable. Termination notices **must be received** no later than the 30 days prior to the end of the intended termination month in order to effect closing the One World account on the last day of that same month. Termination notices received after this date of the month will result in the account being closed on the last day of the following month. **Contracts with minimal periods must be 1 FULL month** prior to the end of your initial completed contract period. Failure to close the account will automatically renew it for the chosen period; maximum of a 12 months. Military clauses have no bearing on services as the choice to make a long term commitment is personal and not a requirement.

§5. All Initial fees for telephone services are those raised by Deutsche Telekom or other Carriers and are passed straight though to the final customer at exact cost. Please note that all activation fees, do not include installation in your residence. If this is required, additional costs may apply and will be charged straight through. All associated hardware purchased during initial signup is at subsidized pricing and is a one-time only offering. Any replacement of damaged devices will occur at standard market prices. All contracts which are cancelled before the activation process has begun will not be liable for payment. All contracts terminated after the activation process has begun, will be liable for the initial startup fees generated by Deutsche Telekom or other Carrier.

§6. Access to Subscriber's telephone line or Internet account by third parties (not including family members), not specifically listed in this contract, is strictly forbidden without express, written permission by One World Communications. One World Communications is not responsible in any manner for servicing the subscribers computer (hardware or software), customer premise equipment, system configuration, or teaching the subscriber how to operate their own computer system. Although we will attempt by our best means to assist Subscribers, sole responsibility for these items lies with the Subscriber and the respective manufacturer. All access services are for single user only. Multiple users or network connections used by any third parties is not allowed. All illegal utilization, transmission or reception of pornographic, banned in certain countries, or copyrighted materials may be illegal in the country you use the services. If ever in question, please ask. Simple usage of any service automatically binds you to the laws within the country of usage.

§7. All telephone services offered are based on the physical infrastructure of Deutsche Telekom (T-Com). Thus, all installations, maintenance, or fault restoration is performed by T-Com service under standard T-Com conditions and at T-Com costs. These are described in the Terms and Conditions for T-Com which are publicly available with us, at any T-Punkt, or via the T-Com web site.

§8. These practices and conditions are enforceable from this time forward and hold true for all present and future business dealings with One World Communications, Bunt Communications and / or RITAnet or our cooperation partners. All carriers reserve the right to change, upgrade, downgrade, or otherwise modify these terms, and will always notify its customers via email of any changes that may occur, before they occur. Any special arrangements or conditions not included in the General Terms and Conditions or this contract must be in writing and must specifically reference this contract.

§9. With signature on this contract the customer hereby authorities One World Communications / Bunt Communication to debit the payment method chosen for the monthly and/or variable fees due. If the customer opts for a direct bank debit, then this must be against a German bank account only, and a deposit will be taken from the first months debit in the amount of the total base monthly fees. This deposit will be kept and used as final payment when the account is closed, or returned if the account is closed and no further fees are due. It is the responsibility of the customer to always ensure enough funds are available when the direct debit will occur. Bank account direct debits returned as non-paid or credit card chargebacks will incur an automatic handling fee of 30€ payable with the outstanding payment.

§10. Venue for this contract is the city of Zweibruecken, Germany.