



General Terms and Conditions and Price Plan for A1 Smart Home

Clarity is the basis of all good relationships. Below you find information on the following topics: the bases of the contract, its term, and many other things.

On the basis of these General Terms and Conditions and Price Plan (AGB/EB A1 SMART HOME) of A1 Telekom Austria AG (A1 or We) We agree on the terms of our relationship with our customers (You).

1. A1 SMART HOME – OBJECT OF THE CONTRACT AND PREREQUISITES

1.1. We conclude contracts exclusively on the basis of our General Terms and Conditions. Your deviating General Terms and Conditions shall only apply, if We explicitly consent to them in writing. Individual agreements shall be made in writing (signature). Informal declarations of our employees (also by e-mail) shall not have any effect.

1.2. The contractual relationship shall be established after registration of the respective A1 Smart Home package on your part and upon confirmation of said registration by A1, however no later than upon provision of our service.

Please note: The devices required for A1 Smart Home (e.g. gateway, sensors etc.) as well as the Internet connection both to connect the gateway and to use the A1 Smart Home app **are not** included in the object of this contract.

1.3. Please fill in the mandatory fields in the order form completely and truthfully. We may verify the information provided by You and ask You to provide evidence – of your identity, legal capacity as well as power of signature or representation, e.g. official photo ID, certificate of residence, power of attorney. For conclusion of the contract, You will have to provide us with an address for service and an invoice address within Austria, an Austrian bank account and, if provided for accordingly in the price plan, a written direct debit mandate.

1.4. The services and terms indicated in these General Terms and Conditions shall be the exclusive object of the contract. If A1 provides any additional services beyond the contractually agreed scope of services free of charge, no claim shall be established with respect to such services, and A1 may suspend or terminate such services at any time, without You having any claims for warranty, damages or extraordinary cancellation of the respective A1 Smart Home package.

1.5. Within the scope of what is technically feasible, A1 Smart Home will enable You to manage and control your A1 Smart Home devices via the A1 Smart Home app on your smartphone. As at the date of these GTC, the systems supported are Android and iOS. (Please find more details regarding the supported versions together with the app in the respective app store.)

1.6. A prerequisite for the A1 Smart Home solution is an active and functional Internet connection as well as a LAN connection to connect the gateway.

1.7. In order to use A1 Smart Home, You need to install the A1 Smart Home app on an appropriate smartphone, after registration of the corresponding service package, and log in using your login information.



1.8. Your access to the management and control of the A1 Smart Home solution is effected via Internet or SMS. The connection fees incurred are not included in the scope of this contract and depend on your mobile telephone contract and your location (e.g. in case of using the app abroad [roaming]).

1.9. You are not allowed to abuse the software provided and any other services, nor to allow third parties to use them individually or in a commercial context, nor to offer said services yourself as a distributor or provider in your own right. In case of any violations, We are entitled to suspend the relevant service immediately or upon prior notice to You, without prejudice to the assertion of any claims for damages.

2. SCOPE OF SERVICES AND AVAILABILITY

2.1. By means of the A1 Smart Home app for mobile devices, You can control the enabled functions of your Smart Home devices connected via the gateway and/or access status information. Please note that We cannot guarantee or cannot fully guarantee the scope of control of devices that You acquire from third parties, even if they are compatible with the gateway.

2.2. The availability of the A1 Smart Home app is 99% on average throughout the year. Regardless of that, availability or potential use depend from other factors such as operating system, Internet connection, etc.

2.3. To the extent that essential works to avoid failures, to comply with official orders or maintenance work for improvements, repairs, software modifications or other adjustments are required, We may interrupt or restrict our services temporarily. In case of prolonged service time windows involving protracted restrictions or failures, We shall notify You in advance if such work is planned.

2.4. The proper functioning of the A1 Smart Home system also depends on an active radio connection of the individual sensors and/or of the other devices integrated in the A1 Smart Home system to the A1 gateway. Moreover, the A1 gateway must be connected to an existing and active Internet connection (regardless of the provider). The range of the radio links depends on various factors such as wireless technology, distance to the gateway and the characteristics of any obstacles such as walls, power lines and other influencing factors.

Please note: If You buy a (premium) gateway with backup (floating battery and SIM integration), the SIM card integrated in the gateway or included in the scope of supply may only be used in the gateway and must not be used for any other than the intended purposes. Said SIM card shall not be part of this contract and shall remain the property of A1 and shall also be reserved for exclusive use (M2M) by A1 Telekom Austria; it constitutes an integral function of the gateway and exclusively serves as a connection redundancy of the gateway. Any separate use of this SIM card by yourself shall not be admissible. **You are liable for all costs and expenses arising from any inappropriate application or use.** The intended use of the SIM card in the gateway is exclusively for a redundant Internet connection that is meant to ensure, in case of a temporary failure of the stationary Internet connection, that status reports and information about the gateway can also be accessed or sent during a temporary failure of the Internet connection. This intended use is free of charge. 3G network availability or reception at the location of the gateway is a prerequisite for the functioning of the backup.

2.5. The A1 Smart Home system is able to display status reports and alerts on mobile terminals that the A1 Smart Home app is installed on, provided there is an active Internet connection and the push message function is enabled in the app on the mobile terminal – depending on the individual configuration and setup by the customers.

You may also add other mobile terminals that the app is installed on, where said status reports or alerts etc. will be displayed.

2.6. For the purpose of being able to use the A1 Smart Home app within the contract term, the customer shall receive the non-exclusive and non-licensable right of use with respect to the application software for the customer's own use. Said software must neither be modified, copied, transferred nor decompiled.



3. MONTHLY USER FEE, INVOICE & TERMS OF PAYMENT

Unless otherwise agreed, the contract term shall be unlimited. Upon initial registration, You may choose between packages that are characterised by different scopes of functions and use. As of the time of registration, the contract commitment shall be 12 months. The minimum contract term shall commence upon expiry of the day when We make our services available to You – however, no earlier than upon the conclusion of an agreement providing for a minimum contract term. In case of justified extraordinary termination by us or early cancellation of the contract by You, We shall charge the applicable fees remaining up to the end of the minimum contract term.

Switching packages shall only be possible with the consent of A1 and on the terms/subject to the packages available for registration at the time of the switch.

**The prices stated in the table below are monthly prices incl. statutory sales tax.
The monthly account is available to You in the form of an online invoice exclusively.**

A1 Smart Home packages (as at 27/09/2017)

PACKAGE CONTENTS	L	M	S
USE OF THE A1 SMART HOME APP	INCLUDED	INCLUDED	INCLUDED
SAFETY CENTRE	INCLUDED ¹	OPTIONALLY available ¹	NOT POSSIBLE
A1 SMART HOME SERVICE TEAM ⁴	INCLUDED	INCLUDED	INCLUDED
VIDEO STORAGE ⁵	30 DAYS	7 DAYS	24 HOURS
A1 GURU MAINTENANCE SERVICE ²	INCLUDED ONCE A YEAR	INCLUDED ONCE A YEAR	OPTIONALLY AVAILABLE
A1 GURU INSTALLATION SERVICE ³	INCLUDED	OPTIONALLY AVAILABLE	OPTIONALLY AVAILABLE
BASIC MONTHLY FEE	<u>29.90 EUR</u>	<u>19.90 EUR</u>	<u>7.90 EUR</u>

¹ A1 SAFETY CENTRE:

The respective applicable specifications of services and price plan relating to said service shall apply to services that are only provided in case the optional service “A1 safety centre” is selected. In case the L package is selected, only the special specifications of services will additionally apply analogously to the safety centre service included. Suspensions or other forms of termination of this optional service by A1 shall not have any effect on the basic products A1 Smart Home packages M and L. Upon suspension of that extra service, the L package will automatically be switched to the M package upon registration of the former.

² A1 GURU MAINTENANCE SERVICE:

The A1 Guru will optimise and maintain your existing Smart Home solution if necessary once every 12 months – at your home, if You like. Among others, the A1 Guru will check the Smart accessories, the connection to the A1 Smart Home gateway, and the settings in the A1 Smart Home app. The A1 Guru service terms and conditions apply.

**³ A1 GURU INSTALLATION SERVICE:**

The A1 Guru will take care of initial installation of your A1 Smart Home solution – at your home, if You like. Among others, the A1 Guru will take care of technical installation, connect the Smart accessories to the A1 Smart Home gateway and configure the A1 Smart Home app together with You. The A1 Guru service terms and conditions shall apply.

⁴ A1 SMART HOME SERVICE TEAM:

The A1 Smart Home experts are available to answer any questions regarding A1 Smart Home.

⁵ VIDEO STORAGE:

Video recording and storage requires an installed and functional Smart Home camera. If, in case of enabling of the defined sensors, any activity is registered by movement detectors, the camera will automatically start the video recording and accordingly save a video of the incident safely and reliably. For storage of the video recording, an active IP connection to the cloud is required. The data saved can then be accessed for up to 30 days via the A1 Smart Home app, depending on the selected package.

We are entitled to issue one invoice with a consistent customer number for all our services – even in case of services from different contracts.

The amount of the fees depends on the price plan applicable to You.

If the sales tax rate changes, We may adjust our fees accordingly.

We round invoice amounts up or down to 1 full cent.

We invoice fees in monthly invoice periods. The invoice period is indicated on your invoice.

We shall charge monthly fees, e.g. basic fees, in advance – but for not more than 3 months. Fixed monthly fees will be incurred as of commencement of the contract. If the contract commences or ends in a current invoice period, We shall charge the fixed monthly fees or monthly minimum sales of that invoice period pro rata. Exception: Deviating provisions are contained in the price plan applicable to You.

If We offer You services against payment of a fixed monthly flat fee and if such services are only available to You pro rata during a period that is less than an invoice period, We will explicitly inform You accordingly upon conclusion of the contract, indicating the relevant invoice period.

You may pay your invoice by direct debit mandate, payment form or any other form of money transfer. For some services, a direct debit mandate will be required.

Fee claims shall be due for payment 7 calendar days after receipt of the invoice or at any later due date indicated on the invoice. The invoice amount must be credited to our account by that time at the latest.

If You have provided us with a direct debit mandate, We shall collect the relevant amount no earlier than on the due date indicated on the invoice.

You shall bear all bank charges associated with your payment, e.g. charges for foreign bank transfer.

If You pay your invoice using a payment form, please indicate the correct customer number. Otherwise, We will initially have to match your payment to the correct customer number. For this extra effort, We will charge You a handling fee according to our price plan.

Please note: If your payment is delayed, We shall charge default interest: the annual interest rate shall be 12%. Moreover, We shall charge all costs incurred and required for appropriate proceedings:

- » dunning fees – 10 euros for simple or 15 euros for registered reminders,
- » expenses of collection and
- » cost of proceedings.

In case of doubt, We shall offset your payments against your most long standing debt.



4. CONFIDENTIALITY, DATA MODIFICATION AND RECEIPT OF STATEMENTS

You are obliged to keep your personal login information and other passwords for the A1 Smart Home system confidential, to desist from passing on such information to third parties, and to ensure safe storage. You should immediately change the code for your own safety, if You suspect that unauthorised persons have come to know about it. If only We are able to change the code, You should immediately instruct us accordingly.

Please notify us immediately in writing, however, within 2 weeks after the change at the latest, if your data (e.g. name, address, e-mail address, invoice address, companies' register number, legal form) or your bank details have changed.

We may also send You statements that are important in legal terms by e-mail, SMS or through other electronic media, e.g. invoices, reminders or notices of termination. Such statements shall be deemed to have been received as soon as You are able, under normal conditions, to access them (e.g. e-mail) or to take note of the same (e.g. SMS).

Within Austria, letters sent by ordinary mail shall be deemed to have been received 2 workdays after posting. Exception: You inform us that the postal item was delivered later or not at all. Please note: Statements shall also be considered to have been sent if You have not received them because You failed to notify us of the change of your address.

5. CONTRACT AMENDMENT BY MUTUAL AGREEMENT

Contract amendment by mutual agreement: A1 may also agree amendments with the customer. At least 1 month prior to the proposed amendments entering into force, the customer shall receive an offer regarding the contract amendment by mutual agreement in writing (also by e-mail to the notified address), e.g. printed on the invoice or enclosed with the invoice. This shall contain all amendments. Even if A1 amends only part of a contract clause, A1 shall send the whole new contract clause to the customer. Additionally, the customer will find a reference to the full text version at www.A1.net. At the same time, A1 shall inform the customer about the effective date of the proposed amendments.

The offer shall be deemed to have been accepted if the customer fails to raise an objection in writing (also by means of the contact form) by the effective date of the proposed amendments. In this offer, A1 shall inform the customer about that deadline, as well as about the significance of his/her behaviour.

6. INDEXING

If the annual average (based on a calendar year) of the Consumer Price Index ("Annual CPI") of Statistics Austria changes, this shall have the following effects on those of your fees that are marked as "(index-linked)":

- We shall be entitled to increase the fees for the subsequent calendar year in line with the increase in the Annual CPI.
- We shall be obliged to pass on decreases of the Annual CPI and to reduce the relevant fees in accordance with the decrease.

We shall inform You about said adjustments in writing (e.g. by printing the relevant information on your invoice).

Unless otherwise agreed, the extent of fee adjustments derives from the proportion of the change in the Annual CPI for the last calendar year prior to adjustment as compared to the Annual CPI for the penultimate calendar year prior to the adjustment (basis of the index: Annual CPI 2015 = 100). We shall not take into account any fluctuations of 2% (fluctuation range) as compared to the basis of the index. If, however, this fluctuation range is exceeded or undercut in subsequent years, we shall adjust the fees in full. The new value represents the new basis of the index for future adjustments.



Note: Any obligation to reduce the fees shall decrease to the extent that We failed to exercise a right to increase the fees in the previous year.

Fee adjustments shall take place in the year after the basis of the index has changed, but no earlier than in the year following conclusion of the contract:

- Fee increase: 1 April until 31 December.
- Fee reduction: always on 1 April.

If the Annual CPI is no longer published, it shall be replaced by its official successor.

The right to amend the contract acc. to item 5 shall remain unaffected.

7. LIABILITY

We shall be liable for any damage caused by us vis-à-vis consumers according to applicable legal provisions, and vis-à-vis entrepreneurs – unless any damage to persons is involved – only in case of intent or gross negligence.

We shall not be liable for any damage or defects

- a. due to software modifications and changes to the required system settings, provided they are carried out by You or any persons not attributable to A1,
- b. in case of application errors or
- c. relating to service assignment costs due to false alarm.

Warranty and liability shall be limited to repeatable defects of the program functions. The range of functions and the radio ranges of the A1 Smart Home terminal devices depend on the distance, location, structural conditions, other interference factors (e.g. deadspots, frequency interferences) and other influences within the customer's sphere.

In case of self-installation or subsequent modifications of installations carried out by A1 or components installed by the A1 engineer, any warranty or liability for the proper functioning of the A1 Smart Home system shall also be excluded.

The following limitations shall additionally apply to entrepreneurs: Any liability for loss of profits, loss of savings, lost data, indirect and consequential damage or loss and damage or loss arising from third-party claims shall be excluded, to the extent that mandatory law does not preclude this. Moreover, our liability to pay damages for each damaging event shall be limited – to an amount of 1,000 euros vis-à-vis any individual injured party, to 70,000 euros vis-à-vis all injured parties collectively. If the total amount of loss is higher, the claims for damages of the individual injured parties shall decrease on a pro rata basis.

8. SUSPENSION OF SERVICES

We may suspend our services and the services of other providers for You in full or in part, if any of the following applies to You:

- a. Default of payments due to us – in spite of the fact that You were properly reminded and notified of the suspension, and that a period of grace of at least 2 weeks was granted.
- b. Lack of legal capacity,
- d. Lack of written direct debit mandate, which we have requested from You.
- e. An out-of-court attempt at reorganisation was undertaken, insolvency proceedings with respect to your assets were opened or rejected for lack of assets to cover the costs, or your credit standing is no longer adequate for any other reasons, and We have sent You a reminder granting you a period of grace of two weeks without success.
- f. Lack of domestic bank account.
- g. There is justified suspicion that our services are abused – also by third parties.
- h. Other essential contractual obligations were violated.



Upon request, We shall gladly inform You about the reason for the suspension.

9. TRANSFER OF CONTRACT

Transfer of contract by You:

Please note: You may only transfer the contract to third parties with our consent. You and the new customer shall be jointly and severally liable for the following claims that have arisen prior to the transfer:

- » our fee claims,
- » fee claims of other providers and
- » claims for damages.

We shall also inform the new customer about any outstanding claims upon the latter's request, using our transfer form sheets.

Transfer of contract by us:

You agree that our rights and obligations from this contract may be transferred, in full or in part, between Telekom Austria AG, Paybox Austria GmbH, A1 Bank AG and 3G Mobile Telecommunications GmbH.

The transfer shall have a debt discharging effect on the transferring company.

We shall inform You about any transfer in a suitable manner, e.g. in the invoice.

10. TERMINATION

You must submit a written notice of termination.

Permanent contracts: You and We may properly terminate the contract at the end of your individual invoice period subject to a period of notice of one month. The invoice period is shown on your invoice. However, You may also call our service line to obtain the relevant information. The date of receipt of the notice of termination shall be decisive for commencement of the period of notice. If the deadline is not observed, termination shall take effect at the next possible date.

Without prejudice to any other grounds for suspension or termination, You and We may terminate contracts with a minimum contract term at the end of the minimum contract term at the earliest.

11. SEVERABILITY CLAUSE

If individual parts of these general terms and conditions of use are or become ineffective, the other provisions of these general terms and conditions of use shall remain effective.

12. PLACE OF PERFORMANCE AND PLACE OF JURISDICTION AND DISPUTE SETTLEMENT

The place of performance and jurisdiction for any disputes arising hereunder shall be the first municipal district (Innere Stadt) of Vienna, Austria.

Consumers: The statutory legal venues shall apply to complaints against consumers within the meaning of the KSchG (consumer protection act) having their main residence in Austria or who are employed in Austria. The language of the contract, for any orders and for complaints shall be German.

Consumers shall have the option to file complaints with the online dispute settlement platform of the EU: <http://ec.europa.eu/odr>.

Irregardless of that, A1 will **not** participate in dispute settlement proceedings before an arbitration board with respect to complaints and objections in connection with A1 Smart Home, but rather is always interested to maintain a direct contact with the customer and to agree on a settlement of disputes directly with You.



13. APPLICABLE LAW

Unless opposed by mandatory law, our contracts shall be governed by Austrian law, excluding its conflict of law rules and the UN Convention on the International Sale of Goods.

14. ACCESS & UPDATES

If required, the platform provider shall reserve the right to directly install updates in the A1 Smart Home centre. The pertinent A1 Smart Home app can be updated via Google Play Store/App Store. The platform provider reserves the right to restrict the support of earlier app versions or to discontinue their availability.

Contact

A1 Telekom Austria AG
Lassallestrasse 9
A-1020 Vienna

FN: 280571f (Vienna Commercial Court)
VAT ID no.: ATU62895905
DPR no.: 0962635

Tel: (+43 1) 331 61 – 0
Contact form: www.A1.net/Kontaktformular