

General terms and conditions

of I 3 B Internetbreitbandbetriebs GmbH

Viktringer Platz 5, 9073 Klagenfurt - Viktring
registered as FN 245449 f with the Provincial and Commercial Court,
Klagenfurt

1. General

1.1. Scope of the standard business conditions

These standard business conditions, hereinafter referred to as SBCs, apply to all services offered by I 3 B Internetbreitbandbetriebs GmbH, Viktringer Platz 5, 9073 Klagenfurt/Viktring, hereinafter referred to as I 3 B, to a contractual partner, whereby I 3 B provides services exclusively to the contractual partner and not to consumers as defined by the Consumer Protection Law. The mutual rights and obligations of the partners are determined exclusively by the content of the global and individual contracts and these SBCs.

The standard business conditions of the contractual partner apply only if I 3 B has expressly agreed to this in writing.

The SBCs of I 3 B apply also to future business done between the contractual partners, even if in a future contract concluded no specific reference is made to this.

1.2. Conclusion of the contract, beginning of the period of notice

A contractual agreement between I 3 B and the contractual partner entails a written contract.

Unless otherwise agreed in a written contract, I 3 B's acceptance of it is not specifically expressed, but takes the form of services rendered by I 3 B, from which point in time the contract is deemed to have come into force. The beginning of a period of notice, should a minimum length of or a waiver of termination rights contract have been agreed, is taken to be from the first day of rendering of services

1.3. Changes to the SBCs

Changes to the SBCs can be made by I 3 B and also apply to existing contracts. The current version can be seen on the website of I 3 B at ww.i3b.at. It may be sent to the contractual partner on request and in any case will be handed over if a contract between the partner and I 3 B is signed.

Unless only a specific partner is affected, any changes will be announced at least two months before coming into effect. A month before the change comes into force I 3 B will inform its partner of the major points in suitable form, e.g. by printing these on a periodically submitted account. At the same time I 3 B will indicate to its partner that the latter is entitled to cancel the contract free of charge up to the time the change comes into force. I 3 B reserves the right, should the partner give notice, within two weeks of receiving such notice to state that it is willing to retain the previous terms of the contract. In this event, the giving of notice by the partner has no effect. I 3 B will also notify the partner of the possibility of I 3 B being willing to maintain the contractual relationship on the previous terms, and of the fact that in such a case the giving of notice by the partner will have no effect.

1.4. Transfer of rights and obligations

Without previous written agreement, the contractual partner of I 3 B is not entitled to transfer the rights and obligations of a contract to a third party.

I 3 B is entitled to involve a third party as regards its obligations, in whole or in part, also with respect to individual services, or with respect to the entire contract, transferring responsibility, whereby I 3 B will notify its contractual partner. This does not affect the right to use assistants to fulfil requirements.

The use by third parties of contracted services and the transfer of these to third parties in return for payment requires the express written permission of I 3 B. If a resale has been agreed, the resellers are also bound by these SBCs in relation to their contractual partners and shall indemnify and hold I 3 B harmless in this respect

1.5. Power of authority of staff of I 3 B

Business partners or staff and technical advisers of I 3 B have no power of authority to give statements on behalf of I 3 B, to make agreements, or to accept payments.

2. Services arising from the contract

2.1. Services of I 3 B

The scope of the services contracted derives from the description of these in each case and the related written global or individual contracts of the partners.

2.2. Time for supply of services

The provision of telecommunication services, unless otherwise agreed, will be within six weeks of acceptance of the contract by I 3 B, or four weeks from the time by which the partner has met all the technical requirements and other conditions (Point 2.4) subsequently referred to as "completion date". If the completion date is not met by I 3 B for reasons for which it is responsible, I 3 B undertakes to credit its partner with €1,-- per day (in words, one euro) not including VAT, per day by which the completion date is not met, if the completion date is exceeded by more than four weeks. This does not apply if the failure to meet the completion date results from delays in the performance of services by third parties who are not assistants of I 3 B. In any case compensation exceeding this figure is excluded.

2.3. Dealing with breakdowns

Breakdowns in telecommunication services for which I 3 B is responsible will be fixed within two weeks at the latest. If this period is exceeded Point 2.2 shall apply.

The contractual partner shall support I 3 B in localising the problem and site of the breakdown as far as possible and shall provide access to I 3 B or third parties commissioned by it to enable the breakdown to be dealt with. If I 3 B or a third party commissioned by it be called to a breakdown where it is determined that there is no breakdown of the contracted services, or that it is due to the partner or his customer, the partner shall compensate I 3 B for all expenses arising.

2.4. Duty of the contractual partner to cooperate

The contractual partner, if necessary, shall at his own expense provide all the necessary physical and technical conditions (e.g. power supply, suitable rooms, etc.) necessary unless it has been specially agreed that these are to be provided by I 3 B. The partner shall also obtain any necessary agreement from third parties and provide any details required (e.g. diagrams of electric and water supplies) to enable trouble-free installation.

I 3 B will not assume any guarantee of functionality of the installed telecommunications devices installed by the contractual partner or his customer/s.

2.5. Equality of services

I 3 B will ensure that equality of services is guaranteed. Compensation or refund should equality of service not be met is covered by the provisions of liability in point 6.

3. Charges and changes in charges

3.1. Valid charges

Charges for setting up and use of the internet broadband service are in line with the currently valid price list; this also includes the relevant index adjustment clause. Deviations from this must be stated in writing.

Prices include the valid rate of turnover tax.

3.2. Components of remuneration

A distinction is made between one-time, monthly fixed costs (e.g. cable charges) and variable costs (e.g. backbone). The relationship between these varies according to the services, whereby the remuneration clauses within the global and/or individual contract are definitive.

3.3. Changes in charges

I 3 B reserves the right in the event of changes relevant to calculating costs (e.g. staff costs, electricity costs, telecommunication cable costs) to alter (raise or lower) the charges.

The right of the contractual partner to give notice following a change of prices according to Section 25, Para. 3 of the Telecommunications Law (TKG) 2003 is excluded if the price is reduced or modified in line with an index noted in the price list or otherwise agreed, If discounts have been agreed with the contractual partner, such partner does not receive any price reduction unless specifically agreed otherwise.

4. Payments

4.1. Settlement

One-time and variable charges are settled on the first of each month for the preceding calendar month, and fixed charges for the following calendar month, unless otherwise agreed in writing. Accounts are submitted to the partner in writing, by fax or by email.

4.2. Mode of payment

Payment is made by direct debit 7 days after presentation of the account, unless agreed otherwise in writing with the partner. If I 3 B agrees to payment via a transfer slip it may nevertheless rescind agreement to this form of payment at any time. In this case the contractual partner must change to direct debit with immediate effect and provide evidence to I 3 B that this has been done.

4.3. Due date

In the case of direct debit, payment is made 7 days after presentation of the account. In all other cases, except when otherwise agreed in writing, payment is due promptly on receipt of the account without deduction. Dates of settlement derive from the contract concluded with the partner. In cases of doubt, one-time costs may be settled immediately on conclusion of the agreement or on performance, current costs independent of consumption may be settled monthly in advance and running costs dependent on consumption may be settled monthly in arrears.

4.4. Delay in payment, interest on arrears

In cases of delay in payment, I 3 B is entitled to make relevant legal charges and demand interest on arrears at a rate of 12% p.a.

4.5. Objections to the account

Objections to the sums stated in the account must be lodged within 14 days of presentation of the account, otherwise the claim will be deemed as accepted.

Should after examination by I 3 B the objections of the partner in the eyes of I 3 B appear unjustified, the partner must within one month of receipt of the reaction from I 3 B apply for arbitration by the regulating authority (Radio and Telecom Regulating Authority), or forfeit his right to call for acceptance of the objections. Within a further month, should arbitration fail, he must take legal action.

If the partner does not want arbitration, within three months of receiving the reaction of I 3 B he must take legal action or forfeit the right to call for acceptance of his objections.

4.6. Settlement of disputes

Independent of the authority of the regular courts, the parties to a dispute may present to the regulatory authority complaints and matters of dispute (relating to the quality of service, disagreements regarding payment) if these could not be satisfactorily dealt with, or if there was a claimed breach of the Telecommunications Law (TKG) 2003.

I 3 B is obliged to participate in such process and to provide all information and provide all documentation required to assess the situation. The regulatory authority has to find an agreed solution or state its views to the parties in the case presented to it.

4.7. Due date of accounts in the case of objections

Objections do not negate the due date of payment of accounts. However, should the relevant regulatory authority (Rundfunk- und Telekom-Regulierungs GmbH) be called upon to settle the dispute, the due date of payment of the disputed sums will be put forward to the date when the dispute is settled. However, also in this case a sum equivalent to the average of the last three undisputed amounts becomes due immediately.

4.8. Lump sum consolidation in the event of remuneration disputes

Should a mistake be discovered which could be to the disadvantage of the partner, whereby the correct sum cannot be determined, the partner is to pay a sum corresponding to the average of the last three accounts, or, if the relationship has not yet been existence for such time, , corresponding to the last account.

4.9. Offsetting

Offsetting claims on I 3 B retaining payments on the grounds of claims of the partner not recognized by I 3 B is not admissible.

4.10. Exclusion of rights of retention by the contractual partner

The rights of the customer to deny his contractual services according to Section 1052 ABGB in order to achieve or secure a counter-performance are excluded, as are any other legal retention rights.

4.11. Statement of remuneration

The account presented to the contractual partner of I 3 B contains the following information: Name of the partner, address, date of account, customer number, period covered, number of the account, charges for monthly recurring fixed items, variable items, for one-time items, total price not including VAT, and any discounts granted.

The contractual partner is only entitled to a listing of his access data, log files, proxy assessments, etc. (as far as these are technically possible and legally admissible) if a special written agreement has been made for the storage and making available of such data).

5. Warranty

5.1. Period of warranty

The period of warranty is six months

5.2. Removal of faults

Faults covered by warranty will be either repaired or a replacement supplied, according to I 3 B's assessment. There is no entitlement to a reduction in price. Warranty claims require that the contractual partner has notified the faults within two working days in writing and in detail. There is no right of recourse as per Section 933b ABGB.

5.3. Exclusion from warranty

Excluded from the warranty are faults which did not occur as a result of I 3 B's installation and assembly (this does not apply if self-assembly by the partner or a third party was agreed and professionally executed or if permissible and professional alternative measures were taken by the contractual partner or a third party because I 3 B, despite having been notified of the fault, failed to remedy it), inadequate assembly, failing to observe installation requirements and conditions of use, exceeding the performance specified by I 3 B, incorrect handling and use of inappropriate materials. I 3 B takes no responsibility for damage resulting from atmospheric discharges, overtension or chemical influences. The warranty does not extend to the replacement of parts subject to natural wear and tear, unless such was already present at the time of handover.

5.4. Notification of defects

Warranty claims must be backed by an immediate written, detailed and concrete statement of defects supplied by the contractual partner.

6. Liability of I 3 B; Exclusion of liability and limitations; obligations of the contractual partner

6.1. Exclusion of liability

The liability of I 3 B for minor negligence (except in the case of personal injury), consequent damage, loss of profit, or damages for claims from third parties is generally excluded.

Any claims against I 3 B must be backed by an immediate written, detailed and concrete statement listing the damage as soon as this has occurred.

6.2. Exclusion of liability of I 3 B with regard to the availability of services

I 3 B supplies services striving for the greatest care, reliability and availability. However, for technical reasons it is not always possible to provide these services without interruption or that the desired connections can always be made or that the data stored can be retained in all circumstances.

I 3 B reserves the right to temporary limitations or dropouts due to limitations of its own capacity, provided these are reasonable for the contractual partner, especially when they are minor and technically justified and are for reasons beyond I 3 B's control.

In cases of force majeure, violence, strikes, limitations on performance by other network operators (e.g. Telekom Austria AG) or in the case of repair or maintenance work, there may be limitations or interruptions in the provision of services. I 3 B does not accept liability for such, unless they were caused by it deliberately or through gross negligence.

In the case of unreasonably long interruptions or unacceptable limitations, the partner's rights to rescind the contract for a major reason remain unaffected. I 3 B accepts no form of liability for content transported via the Internet, or to be transported or accessible via the Internet. No liability is accepted for loss of data.

6.3. Exclusion of liability of I 3 B with respect to transferred data: damage from viruses, hackers, etc.

Additionally, I 3 B accepts no liability for data accessed by its partner or his customers from the Internet or for e-mails received by him (and not for any viruses contained) or for services of third party providers, also in cases where the partner or his customer gain access via a link from the homepage of I 3 B or via information from I 3 B. The contractual partner accepts that the use of the Internet entails some lack of security (e.g. viruses, Trojans, attacks by hackers, breaking into WLAN systems, etc.) I 3 B accepts no liability for such. Any damage or expense arising from these are the risk of the contractual partner.

6.4. Exclusion of liability in the event of neglect of duties of the contractual partner; obligations of the customer

I 3 B accepts no liability for damage from the contractual partner not adhering to the contract and its component parts, especially these SBCs, or from misuse.

6.4.1. Protection of Internet access

The contractual partner is obliged to keep his passwords secret. He is liable for any damage arising from inadequate security of passwords on the part of the partner or from transmission to third parties.

The contractual partner is liable to meet all demands for financial compensation arising from communication services and for other claims arising from the use of his connection and/or access data (also by third parties) provided that the misuse is not attributable to I 3 B. More extensive claims by I 3 B for compensation or other recompense remain unaffected.

6.4.2 Detriment of third parties

The contractual party is obliged not to use the services contracted for in any manner leading to the detriment of third parties, or which affect the security or safety of I 3 B or other computers. In particular, spamming is forbidden (aggressive direct mail via e-mail) or any use of the service to convey threats, obscenity, nuisances or detriment to other Internet users.

The contractual partner is obliged to use suitable and adequately safe technical devices and settings. Should any difficulties arise for I 3 B or third

parties as a result of unsafe technical devices of the contractual partner (e.g. open mail relays) the partner is obliged to hold them harmless; furthermore I 3 B is entitled to block the contractual partner immediately or until other suitable measures can be taken (e.g. blocking individual ports). I 3 B will endeavour to take the mildest measure in each case. I 3 B will immediately inform the contractual partner about the measures taken and the reason for these.

6.4.3 Obligation of the contractual partner to meet legal regulations

The contractual partner is obliged to observe all legal requirements and to accept sole responsibility vis-à-vis I 3 B for adhering to these. The contractual partner is obliged to hold I 3 B harmless should the latter on account of content published by the partner or his customers be legally challenged in civil or criminal law, before the courts or out of court. If I 3 B is challenged, it alone shall decide how to react (contest, settle out of court, etc.) In such a case the contractual partner may not raise the objection of inadequate legal defence, except if I 3 B is grossly negligent.

6.4.4 Obligation of the contractual partner to report disturbances

The contractual partner is obliged to inform I 3 B of any disturbance or interruption of telecommunication services without delay, so that I 3 B may solve the problem, before he commissions other companies to deal with it. Should the contractual partner not meet this obligation, I 3 B will assume no responsibility for damage and expense resulting from this failure to communicate (e.g. costs of an unnecessarily commissioned outside company),

6.5. Special measures for firewalls

In the case of firewalls installed, run or checked by I 3 B, I 3 B takes the utmost care in line with state-of-the-art technique. However, I 3 B notes that absolute security cannot be guaranteed by firewall systems. Therefore I 3 B excludes any warranty or recompense for any disadvantages occurring should installed firewalls be circumvented or rendered inoperable. I 3 B also points out that it assumes no responsibility for mistakes in application made by the contractual partner, his assistants and staff or for changes made by any of these in the software or configuration without the agreement of I 3 B.

I 3 B excludes all responsibility for disadvantages arising should firewall systems installed, operated or checked by the contractual partner be circumvented or rendered inoperable.

6.6. Exclusion of liability of I 3 B as a result of harm to the contractual partner caused by a third party

If the contractual partner has a claim for damages on the grounds that I 3 B has stored information for other customers/partners which infringe his rights, I 3 B bears no responsibility (independent of any other limitations and exclusions of liability) if it has no knowledge of the breach, or if the indication of a breach is not qualified in the sense of the ISPA code of conduct – General Rules for Liability and Obligation of Disclosure by the Internet Provider, accessible via www.ispa.at.

7 Length of contract, period of notice, suspension

7.1. Length of contract and period of notice

Contracts between the partners concerning the provision of services or other long-term indebtedness are concluded for an indefinite period or for an agreed fixed term. In the latter case the contract is automatically extended for the length of the originally agreed period unless one of the parties gives notice by registered letter, giving three months' notice to the end of the quarter. If no agreement has been made on waiving the right of rescission, contracts running for an indefinite period may be terminated by giving notice in writing expiring on 31.3, 30.6, 31.10 and 31.12 of each calendar year.

7.2. Interruption of service and annulment of the contract after delay in payment

A major condition for the fulfilment of services by I 3 B is adherence to the agreed dates of payment.

In cases of delay in payment I 3 B is therefore entitled in accordance with the terms of Section 70 TKG 2003, despite written or electronic reminders, to give a term of grace of two weeks, with the threat of interrupting service or annulment of the contract, or, if I 3 B deems appropriate, interrupting service or annulling the contract with immediate effect because of the long-term delay in payment.

7.3. Other reasons for annulling the contract or interrupting service: partial or total suspension

A major reason for annulling the contract, apart from delay in payment, is in particular the opening of proceedings for insolvency of the contractual partner, or the rejection of such for reason of inadequate coverage of costs; application for an out-of-court settlement with creditors; the existence of at

least two execution proceedings by creditors of the partner; the bringing of liquidation proceedings or the suspicion of misuse of communications services; offences against the law, the requirements of the authorities or contractual arrangements; also if the contractual partner makes or allows multiple use of single place accounts; if he causes a disproportionate amount of data transfer; if he offends against "netiquette" and generally accepted standards of net usage; spamming or the use of insecure technical devices according to Point 6.4.2.

I 3 B may, at its discretion, proceed not only by annulling the contract, but may instead also interrupt services. In cases where an offence is suspected, I 3 B may impose a total or partial suspension. In particular, in the case of legal offences I 3 B may remove information stored on hosted websites or block access to it. I 3 B will endeavour to use the mildest means available in each case. It will inform its partner about the measures taken and its reasons without delay. The right of I 3 B to extraordinary annulment of the contract for an important reason remains in any case unaffected.

7.4. Entitlement to recompense and damages in the case of a premature annulment or suspension

Cases of immediate annulment of the contract, of interruption or cessation of service resulting from reasons attributable to the sphere of the contractual partner do not affect claims of I 3 B for recompense for the contractually foreseen period of the contract prior to the next date of notice or for the assertion of claims for damages.

Unless otherwise agreed in writing, any suspension of services to the contractual partner will be charged at a rate of €50 (in words: fifty euros) not including VAT; I 3 B retains the right to make claims for damages exceeding this figure.

In any case, should the prompt payment of claims for compensation by I 3 B appear endangered, further supply of services may be made dependent upon an appropriate guarantee or payment in advance: this is particularly the case when the contractual partner has already been subject to suspension of connection on the grounds of delay in payment, and in all cases where I 3 B would be entitled to a premature dissolution of the contract according to points 7.2. and 7.3.

The contractual partner is not entitled to make claims against I 3 B in cases where there is justification for immediate annulment of the contract, interruption or break-off of services attributable to the sphere of the partner. Such claims are excluded.

7.5. Termination of the contract and data content

The contractual partner is specifically informed that on termination of the contract, for whatever reason, I 3 B is no longer obliged to continue the agreed services. It is entitled therefore to delete stored or accessible data content. Prompt access, storage and securing of such data content before termination of the contractual relationship is thus the sole responsibility of the contractual partner. The contractual partner can therefore make no claims against I 3 B following deletion.

8 Data protection

8.1. Communication secrets and obligation to maintain secrecy

I 3 B and its staff are subject to the obligation to maintain secrecy according to Section 93 TKG 2003 and the obligations of the data protection law, also after ending the activity justifying such obligation. Personal and user data are not accessed. The mere fact that a data exchange has taken place is also subject to the obligation to maintain secrecy, as are unsuccessful attempts to make a connection.

The contractual partner can refuse the processing of personal data. This does not prevent technical storage or access if the sole purpose of this is to transfer or ease the transfer of information via the communications network of I 3 B, or in order to make available a service ordered by a contractual partner. Routing and domain information must correspondingly be passed on.

8.2. Information according to Section 96 Para. 3 TKG 2003 relating to processed data, master data

On the basis of the Data Protection Law and the Telecommunications Law (TKG) 2003, the partners to the contract agree to store, process and pass on master data only within the framework of the service and only for the purposes agreed in the contract. Such purposes are : conclusion, execution, change or ending of the contract with the partner and/or final customers, billing compensation, drawing up an index or participants, giving information to emergency callers according to Section 98 TKG 2003. Insofar as I 3 B is obliged according to the TKG in its currently valid form to pass on information, it will meet this legal requirement.

I 3 B, in accordance with Section 92 Para. 3 Z 3 und Section 97 Para. 1 TKG 2003, is entitled to determine and process the following personal master data of the contractual partner and/or end customers:

First name, family name, academic degree, residential address, date of birth, company, e-mail address, telephone and telefax number, other contact information, creditworthiness, information on the type and contact of the contractual relationship, modes of payment, and details of payment made as evidence of the contractual relationship.

Master data will be deleted, in accordance with Section 97 Para. 2 TKG, by I 3 B at the latest on the ending of the contractual relationship with the partner or that between this and the end-user, unless these data are needed to calculate or obtain payments, to process complaints or meet other legal obligation.

8.3. Traffic data

I 3 B will store access data and other personal traffic data needed to make connections and to calculate payments, or for technical reasons, or to check the functionality of services and equipment, especially source and destination IP and all other log files, in line with its legal obligation according to Section 99 Para. 2 TKG 2003 until such time as a claim for payment may be made or if this is necessary to check functionality. In cases of dispute, I 3 B will make these data available to the arbitrating authority. Until a final decision has been reached, I 3 B will not delete this data. Otherwise, I 3 B will immediately delete or anonymize the traffic data at the end of the connection.

Analysis of a consumer connection going beyond the purposes of billing to check which consumer numbers were contacted will not be made by I 3 B except in special cases where legally required.

8.4. Data content

Data content will not be stored by I 3 B. Insofar as short-term storage is necessary for technical reasons, I 3 B will immediately delete the stored data once these reasons no longer apply. If the storage of content is a service feature, I 3 B will delete the data as soon as the service has been performed.

8.5. Inclusion in the list of participants

According to Section 103 TKG 2003, I 3 B may draw up a public list of participants with first and family names, academic degree, address, e-mail address and Internet address and, at the wish of the participant, occupation. I 3 B is not obliged to draw up a list of participants. On the express written wish of a participant this entry may be totally or partially excluded. The data given are only used and evaluated for the purposes of the public telephone service. According to Section 103 Para. 1 TKG 2003, participants may be

subdivided by category for the production and publishing of lists of participants. Otherwise I 3 B will not draw up any electronic profiles of customers.

8.6. Use of data for marketing purposes, consent to receiving e-mail advertising

The contractual partner gives his consent, which may be rescinded at any time, to the use of traffic data for the purpose of marketing telecommunications services by I 3 B, especially for the further development, analysis of needs, planning of network extensions, improvement of solutions and the offer of telecommunications services by I 3 B, as well as the provision of services with additional benefits.

The contractual partner agrees to being sent advertising and information from I 3 B relating to services and business partners of I 3 B to a reasonable extent via e-mail. The data of the partner, including his name and his e-mail address, remain exclusively with I 3 B. The partner can rescind this agreement at any time. I 3 B will in every advertising e-mail offer the possibility of declining further ones.

8.7. Oversight of telephone traffic

The contractual partner is informed that I 3 B, in accordance with Section 94 TKG 2003, may be obliged to participate in the oversight of telephone traffic according to the code of criminal procedure. Similarly, the contractual partner is informed that I 3 B, in accordance with Section 106 TKG 2003, may be obliged to install a call tracing device or one bypassing concealment of the caller number. Activities of I 3 B in this respect are not susceptible to claims from the contractual partner.

The contractual partner is also informed of the regulations of the E-commerce Law, according to which I 3 B in certain circumstances is entitled and obliged to provide information regarding its contractual partner. I 3 B will endeavour to observe and meet the "General Rules for Liability and Duty of Information for Internet Service Providers" developed by ISPA (Internet Service Providers Austria), accessible at www.ispa.at.

9. Security of data

I 3 B will take all technically possible and reasonable steps to protect the data stored with it. Should a third party succeed by illegal means in gaining access and control of data stored with I 3 B or making use of such, I 3 B is only liable to its partner if it has been deliberately or grossly negligent.

10. Other considerations

10.1. Law applicable

Inasfar as not legally excluded, the legal regulations between fully qualified merchants apply. Austrian law is applicable with the exception of UN purchasing law and non-compulsory rules pertaining to conflicts in law.

10.2. Place of jurisdiction

In the case of conflict arising from the contract in question, the place of jurisdiction is the appropriate court in Klagenfurt.

10.3. Written form for alterations and additions to these SBCs

Alterations and additions to these SBCs, to the contract or other parts of the contract, must be in writing, as must notice of departure from the requirement of being in writing (the requirement for written form is also met by a signed telefax); oral subsidiary agreements are not valid.

10.4. Written form for communications with the contractual partner

All communications with and statements made to the contractual partner relating to the contractual relation must be in writing.

10.5. Changes of address; access to electronic statements

The contractual partner must give I 3 B immediate notification in writing of changes to his name or address. If no notification is given, written communications to the contractual partner are regarded as delivered if sent to the last known address given by the partner. Should the contractual partner wish for a new account to be submitted, after not having notified a change of name in timely fashion, I 3 B will endeavour to meet this request if possible; this does not, however, change the due date of the original account.

Electronic statements are taken to have been delivered if sent to the last known e-mail address given by the contractual partner.

10.6. Headings have no normative or interpretive significance

Headings in these SBCs are merely for the sake of convenience and have no normative significance. Neither do they limit or extend the area of application of these conditions nor do they serve to interpret them.

10.7. Severability clause

Any invalidity of individual conditions does not invalidate the remaining SBCs. The invalid condition is replaced by a valid one which corresponds as closely as possible to the sense and intention of the former.

10.8. Standard European emergency number

Attention is drawn to the existence of a standard European emergency number, 112.