



General Terms and Conditions and Prices

T-Mobile HotSpot GmbH

1 Subject matter

The following provisions set forth the terms that, in conjunction with the German Telecommunications Act (Telekommunikationsgesetz – TKG), shall govern the use of Public WLAN (Wireless Local Area Network conforming to the IEEE 802.11b standard) service of T-Mobile HotSpot GmbH (hereinafter referred to as T-Mobile), Landgrabenweg 151, 53227 Bonn, Germany (registered with Bonn District Court HRB 12870), by the customer. Public WLAN provides customers with wireless access to the Internet. T-Mobile offers this service under the name “HotSpot”.

2 Establishment of the contractual relationship

The HotSpot agreement shall be established by the customer’s login (sending of the login data) while providing credit card information to the T-Mobile WLAN portal (offer) and activation of the WLAN access (acceptance) by T-Mobile. If there are multiple logins to the WLAN portal using the same user name and password supplied to the customer by T-Mobile, only the first login shall be viewed as an offer for the establishment of a contractual relationship.

3 T-Mobile’s services

3.1 Subject to technical and operational feasibility, T-Mobile shall provide the customer with chargeable WLAN access to the Internet at selected and accordingly designated sites. The “HotSpot Pass Sky” shall enable the customer to use HotSpots on aircraft offering a T-Mobile HotSpot. The WLAN technology is used for wireless data transmission between the HotSpot and the customer’s WLAN-capable device.

The transmission rate during use is dependent, among other things, on the network capacity utilization of the Internet backbone, the transmission rate of the selected servers of the content provider, the number of users at that particular HotSpot location and, if used on an aircraft, the satellite capacity for a particular location.

T-Mobile wishes to point out that each airline shall be entitled to make use of its right to issue instructions at any time and, for example, to prohibit the use of voice telephony and, in particular, the use of VoIP services for enabling voice telephony, as well as to prevent the use of these services by technical means.

3.2 The use of HotSpot requires an operational device (e.g., notebook or PDA) with a WLAN-enabled interface conforming to IEEE 802.11b or IEEE 802.11g. A suitable operating system, web browser, the latest driver software for the WLAN hardware, and a corresponding IP network protocol must also be installed.

3.3 Login is only possible with the access data (user name and password) assigned to the customer by T-Mobile.

If the customer orders HotSpot Pass Sky, the access data shall be displayed online once the payment process is complete; the customer should print or save this data as a precaution in case of temporary disruption.

HotSpot Pass Sky shall be offered with a usage period of either one hour or 24 hours. Access shall last for a total of one hour or 24 hours following the first login. No reimbursement of unused minutes shall be made.

3.4 The data traffic between the customer’s notebook/PDA and the HotSpot that is generated following login shall be transmitted in unencrypted form. Accordingly, it is possible for the data transmitted via the connection set up between the notebook/PDA and Hotspot to be viewed by third parties. The data traffic within the WLAN coverage area can only be protected by the customer using special security software (such as “HotSpot VPN Client”). For security reasons, access to the Internet via a HotSpot shall be automatically interrupted after 6

hours (session time-out). In case of inactivity, the connection shall already be interrupted after 15 minutes for security reasons. The Internet connection is inactive when no communication takes place between the PC and the HotSpot.

4 Duties and obligations of the customer

4.1 The agreed charges must be paid on time.

4.2 It is incumbent upon the customer to activate a special security configuration for his software settings to protect data transmissions against third-party access.

4.3 Personal access data may not be provided to third parties and must be protected against third-party access. If there is reason to suspect that the access data has been disclosed to unauthorized persons, the customer must change this data immediately. Such data may be stored on PCs, USB memory sticks or CD-ROMs in encrypted form only.

4.4 Any misuse of HotSpot services is prohibited; customers shall refrain, in particular, from sending unsolicited messages or information to third parties for advertising purposes (spamming); the services shall not be used to attempt unauthorized access to information and data or unauthorized intrusion on data networks or for the automatic, unauthorized and hidden transfer of executable routines (e.g., spyware, dialers, etc.) onto computers of Internet users.

4.5 The customer shall not disseminate any content that is illegal or in violation of accepted moral standards. This shall include, in particular, content that, as defined in §§130, 130a and 131 of the German Penal Code (Strafgesetzbuch – StGB), incites hatred and violence against segments of the population, induces the commission of criminal offenses or glorifies or trivializes violence, is sexually offensive, is pornographic within the meaning of § 184 StGB, is apt to seriously endanger the moral welfare of children or juveniles or affect their general welfare, or that could damage the reputation of T-Mobile. The provisions of the Agreement of the German Federal States regarding the Protection of Human Dignity and Juveniles in Radio and Televised Media (Jugendmedienstaatsvertrag – JMStv) and the Juvenile Protection Act (Jugendschutzgesetz) shall be complied with.

4.6 T-Mobile and its agents shall be indemnified against all claims by third parties that are based on the illegal use of HotSpot and the services connected with HotSpot by the customer or with his consent, or which arise, in particular, from litigation involving data protection, copyright, or other laws in conjunction with the use of HotSpot. If the customer realizes or should realize that a violation of this nature is about to occur, he shall notify T-Mobile of this without undue delay.

5 Responsibility for content

T-Mobile merely provides access to the Internet via WLAN. The contents retrieved via this access shall not be subject to any checks by T-Mobile, in particular not for harmful software (e.g., viruses). The customer himself shall be responsible vis-à-vis T-Mobile and third parties for the content he retrieves or posts via HotSpot or that is disseminated by him in any manner whatsoever. The content itself shall not be subject to any checks by T-Mobile.

6 Use by third parties

The customer shall not be permitted to make any HotSpot access data available to third parties commercially or in any other manner for a fee.

7 Charges and payment terms

The customer shall pay the prices for online orders in effect at the time of placing the order by credit card. When paying by

credit card, the customer shall be deemed to have accepted the billing of HotSpot Pass Sky to the credit card institution he has indicated by clicking on the "Login" button. The credit card shall be charged once HotSpot Pass Sky is activated. The customer must first provide the necessary credit card information and select the desired validity period for HotSpot Pass Sky. The credit card information is checked when the customer logs in. If the information is accepted, HotSpot Pass Sky shall be activated for the selected validity period and the customer shall then be online. Once HotSpot Pass Sky has been activated, the customer shall, upon request, be provided with a payment confirmation to be downloaded.

8 Limitation of liability

- 8.1 T-Mobile shall be fully liable for damage caused intentionally or by gross negligence. T-Mobile shall also have unlimited liability in the event of a negligent breach of duty if this concerns claims based on injury to life, limb or health. In other respects, T-Mobile shall only be liable in cases of slight negligence if an essential obligation under the agreement has been violated. For cases of loss or damage that solely involve financial loss or damage, liability vis-à-vis the individual subscriber shall be limited to a maximum of EUR 12,500 in cases of slight negligence, and, vis-à-vis the injured parties in their entirety, shall be limited to a maximum of EUR 10,000,000 per incident of loss or damage. If, in the latter case, the compensation exceeds the

said maximum amount payable to several parties due to the same incident, the damages shall be reduced by the ratio of the total of all the claims for damages to the maximum amount.

T-Mobile shall not be liable for loss or damage that is caused by force majeure or is due to unpredictable, temporary circumstances that are not attributable to T-Mobile, in particular due to official regulations, communications network failures as well as strikes and lockouts and also not for loss or damage in cases where the subscriber could have prevented it with appropriate data backup in due time.

- 8.2 The liability of T-Mobile pursuant to the provisions of the German Product Liability Act (Produkthaftungsgesetz) based on malice or under a guarantee shall remain unaffected.

9 Other provisions

- 9.1 No verbal side agreements have been made.
9.2 A generally accessible, complete and valid list of charges can be viewed on the Internet at www.telekom.de/agb.
9.3 If the customer intends to initiate arbitration proceedings with the Federal Network Agency in the event of a dispute with T-Mobile concerning any of the cases specified in § 47a TKG, he must file an application to this effect with the Federal Network Agency in Bonn.
9.4 German law shall apply. The place of jurisdiction shall be Bonn, Germany.

T-Mobile HotSpot GmbH

Street address

Postal address

Contact numbers

Management

Bank details

VAT ID no.

Commercial register

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