

sipgate Specification of Services

The following Specification of Services regulates the content as well as terms and conditions for the use of the services provided by sipgate GmbH (hereinafter referred to as “sipgate”).

If the Customer has to pay a fee for the services described below, this is stated either in this Specification of Services or the respective current version of the price list. A link to the current version of the price list is provided at the end of this document.

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1. General information

1.1. Conclusion of agreement

sipgate GmbH (hereinafter referred to as “sipgate”) Gladbacher Str. 74, 40219 Düsseldorf, Germany (Düsseldorf District Court, HRB 39841), and the Customer are the Contracting Parties.

The agreement is concluded by the Customer receiving sipgate’s order confirmation. The order confirmation is emailed to the email address stored by the Customer in their sipgate account.

1.2. sipgate credit balance

All sipgate services are prepaid services, i.e. the sipgate credit balance must be sufficient in order to use chargeable services. Outgoing calls are blocked if the Customer does not have sufficient credit. The Customer will be able to continue receiving calls.

1.3. sipgate account

sipgate provides the Customer with a sipgate account in accordance with the legal and contractual regulations. This account contains all of the data relevant to the contractual relationship between the Customer and sipgate. The Customer is provided with a customer number for this purpose. sipgate also maintains the Customer’s credit balance within the scope of this account.

1.4. Payment method

The use of sipgate products is subject to the Customer setting up a standing order or direct debit (Section 4.2 of the sipgate GTC) and consenting to billing using the auto pay method in accordance with the applicable GTC (Section 4.1 of the sipgate GTC).

1.5. Term and termination of agreement

The sipgate contractual period is one month. At the end of this period, the agreement is automatically extended by one month at a time, unless it is terminated.

The sipgate agreement can be terminated at any time by either Party by giving one working day's notice at the end of a month, i.e. one full working day must fall between the termination and the date on which the termination is to become effective. The termination must be placed in text form (e.g. email). sipgate may request proof of identity / legitimacy of the terminating party.

After the termination, the sipgate account remains in existence free of charge and can be deleted at any time by request of the Customer. sipgate reserves the right to delete inactive accounts in accordance with the applicable sipgate GTC.

2. sipgate

2.1. Scope of the sipgate business S, L and XL basic agreements

The basic agreement applies to all users set up in the account.

2.1.1 sipgate business S

sipgate business S enables the Customer to make chargeable calls and send chargeable faxes upon payment of a monthly basic fee. The current applicable connection fees are stated in the sipgate [price list](#). The tariff can be used with at least two users and one location.

2.1.2. sipgate business L

sipgate business L enables the Customer to make free calls and send free faxes to the UK landline and mobile networks upon payment of a monthly basic fee. Calls not covered by the flatrate included in the package are billed according to the [price list](#). The tariff can be used with at least two users and one location.

2.1.3. sipgate business XL

sipgate business XL enables the Customer to make free calls and send free faxes to all EU landline and mobile services from the VoIP and fax extensions of all users upon payment of a monthly basic fee. Calls not covered by the flatrate included in the package are billed according to the price list. The tariff can be used with at least two users and one location.

The tariff can be used with at least two users and one location.

The flatrate included in the sipgate business XL basic agreement covers the following countries: UK, Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Austria, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, Czech Republic, Hungary and Cyprus. Calls not covered by the flatrate included in the package are billed according to the price list.

2.1.4. Test phase

Customers can test sipgate S, L and XL for thirty days free of charge and without commitment. sipgate provides the Customer with a sipgate account for this purpose and enables the Customer to test the sipgate telephony system with five free phone numbers with a 0211 dialing code, which has been allocated to sipgate GmbH.

The Customer can make free test calls during the test phase (50 minutes to UK landline services and 10 minutes to UK mobile services). Incoming calls are unlimited during the test phase. The Customer undertakes not to disclose the test phone numbers provided to third parties as the Customer's own phone number and to use them for testing purposes only. The test phone numbers automatically expire at the end of the test phase (porting is not possible).

The test phone numbers also expire if the Customer purchases a product agreement (e.g. a sipgate business S, L or XL agreement or phone number agreement) or initiates a balance top-up (e.g. transfer or redemption of a voucher).

The agreement automatically expires at the end of the test phase if the Customer has not purchased a product agreement during the test phase.

2.1.5. Adding user accounts, additional extensions and phones without users for business S, L and XL

Individual user accounts can be added to the sipgate account as required. They can be terminated at the end of a month. The same applies to phones without user.

Each user account contains up to two free extensions as standard. Additional fees will be charged for all extensions thereafter. The respective current fee for user accounts, additional extensions and phones without user are stated in the [price list](#).

The monthly basic fees are comprised of the number of users and their additional extensions as well as the number of phones without user. The minimum quantity

If more locations are set up as users, the basic fee is calculated on the basis of the number of locations.

2.1.6. Changing between basic agreements

When changing between basic agreements S, L and XL, the purchase and corresponding scope of services (pro features and flatrates) become effective immediately. The monthly basic fees payable by the Customer are calculated on a pro rata basis for the respective calendar month. Previously paid fees will not be refunded.

If the Customer purchases a basic agreement that comprises only part of the services of the previously purchased basic agreement (downgrade), the purchase only becomes effective at the end of the current month.

2.1.7. Automatic top-ups

Sipgate business S,L and XL can only be purchased if the Customer participates in automatic top-ups (see Section 4.1 of the GTC).

2.2. General performance characteristics for VoIP connections provided by sipgate

2.2.1. sipgate provides the Customer with a VoIP connection within the scope of the technical and operational possibilities and in accordance with the following regulations as well as the specific specification of services for the agreement selected by the Customer. The connection enables the Customer to connect with a SIP server via SIP using a suitable internet access based on RFC 3261.

2.2.2. SIP servers have an average minimum availability of 98%, calculated over 365 days. The SIP server is classed as available if the Customer is able to establish a connection with the server. Maintenance, installation and refitting periods are explicitly excluded from the SIP server availability calculation. The technical aspects of other telecommunication networks, the internet connection used by the Customer and the Customer's other hardware and software may limit the transmission quality and availability. This may result in limitations over which sipgate has no control. sipgate shall not be liable for such limitations.

2.3. Connection services

2.3.1. A sipgate connection can be used for receiving telecommunication connections and establishing connections to other sipgate connections as well as public phone network. The annual average for establishing a successful connection is 97%.

2.3.2. Connections to certain phone numbers (e.g. certain premium and information services) cannot be established using the sipgate network. The price list includes a list of excluded services and dialling codes.

2.3.3. Connections to geographical call numbers for dial-up internet access cannot be established.

2.3.4. Emergency calls can be made and are forwarded to the responsible emergency unit, using the address stated by the Customer. Click [here](#) for further information on emergency calls.

2.3.5. sipgate reserves the right to block individual target phone numbers, target phone number groups or target countries in the interest of the Customer for the protection against misuse and in accordance with customer protection.

2.3.6. A phone number must not be called if the called person does not wish for this connection to be established or if it is known that the called person prevents the connection by means of technical measures, or if the called party has engaged a third party to do so. Calls that are prohibited in accordance with the German Telecommunications Act (Telekommunikationsgesetz – TKG) are particularly prohibited.

2.3.7. Third parties may only be granted the right to use all or part of the services if such third persons are members of the household (for private use) or company (for business use).

2.3.8. In accordance with the German Telecommunications Act, certain phone numbers must not be transmitted when establishing a connection. These include, in particular, but are not limited to, German phone numbers for information, speed dial, bulk communication, new and premium services as well as foreign numbers. The Customer undertakes not to violate these regulations.

2.4. sipgate website / web interface access

sipgate provides the Customer with access to the web interface for managing and using the various sipgate services and functions. The sipgate website and/or web interface can be accessed 24 hours a day. However, sipgate does not assume any guarantee for uninterrupted availability nor for the uninterrupted availability of all functions.

2.4.1. Administrator / user accounts

Access to the web interface is divided into two authorisation levels: administrator account and user account. Access to these accounts is protected with a user name and password. The Customer is initially given access to their personal administrator account. In this account, the Customer can access all information (e.g. bills, credit balances, itemised bills) and adjust basic settings through the web interface. The Customer can also set up additional user accounts or various locations or groups in business S, L and XL, depending on the agreement (see Section 2, Special performance characteristics / performance characteristics of the sipgate products). A business S, L or XL account gives the user full access to the functionality of the web interface (e.g. call lists, Click2Dial, personalized phone book) and their individual telephony settings. A user account does not have access to the account

administration (e.g. bills, credit balance, etc.). However, users can be given additional rights (administration rights).

2.4.2. Itemised bills

Itemised bills can be accessed, depending on the configuration of the administrator account. Please refer to the corresponding regulations in the Data Privacy Policy.

2.4.3. Call lists / event list

Phone calls, fax and SMS received or made via sipgate are displayed for the user on the web interface. The user can access information (date and time, duration, etc.) for incoming and outgoing connections and make notes for individual events. sipgate stores events for the Customer for a maximum period of 30 days. It is not guaranteed that events will be stored past this period. sipgate therefore recommends to back up each event.

2.5. sipgate web SMS

2.5.1. sipgate provides customers in certain tariff models with the option to send text messages (SMS) via online form.

2.5.2. The fees for sending SMS are stated in the price list.

2.5.3. SMS must not be sent to recipients who do not agree to receive such messages. The sending of illegal content is also prohibited (e.g. spam).

2.5.4. sipgate SMS must not be used for the automatic sending of messages.

2.5.5. If the Customer chooses to activate their mobile number as a sender, the Customer undertakes to activate only numbers owned by them.

2.5.6. sipgate saves incoming and outgoing SMS for the Customer for a maximum period of 30 days. It is not guaranteed that SMS will be stored past this period. sipgate therefore recommends to back up each SMS.

2.6. sipgate web fax

2.6.1. sipgate provides customers in certain tariff models with the option to send fax messages via online form. A phone number is required for receiving fax.

2.6.2. The fees for sending fax are identical to those for phone calls, unless otherwise stated in the price list.

2.6.3. Fax must not be sent to recipients who do not agree to receive such messages. The sending of illegal content is also prohibited (e.g. spam).

2.6.4. sipgate fax must not be used for the automatic sending of messages.

2.6.5. sipgate saves incoming and outgoing fax for the Customer for a maximum period of 30 days. It is not guaranteed that fax will be stored past this period. sipgate therefore recommends to back up each fax.

2.7. sipgate voicemail

2.7.1. sipgate provides the Customer with the option to configure and use the voicemail function on certain tariffs.

2.7.2. sipgate provides the Customer with a voicemail function to which incoming calls can be diverted if required. The messages left can be listened to from the web interface, phone or external phone, downloaded from the user account or forwarded to an email address of choice. The messages are stored as mp3s.

2.7.3. sipgate saves voicemails for the Customer for a maximum period of 30 days. It is not guaranteed that voicemails will be stored past this period. sipgate therefore recommends to back up each voicemail.

3. Flatrates

The following additional regulations apply to flatrates

3.1. Connections not included

Unless explicitly and otherwise stated in the description of the respective basic agreement (see Section 2), phone calls to foreign landline or mobile networks are not included in the basic agreement, but are billed in accordance with the sipgate tariffs.

The basic agreement exclusively contains connections between two humans. Connections that facilitate the communication from and to machines are excluded. Connections for sending fax are excluded from this rule.

sipgate further reserves the right to block connections to certain destinations if the required connection services cannot be purchased under economically viable conditions. The current list of excluded dial code areas can be accessed here: [Dial codes](#). Calls to phone numbers in these dial code areas are billed at the terms and conditions stated in the price list.

3.2. Itemised bills for flatrates

Connections covered by the flatrate are not listed in the itemised bill.

3.3. Call forwarding

Outgoing calls based on call forwarding and call divert are not included in the flatrate.

3.4. End customer use

3.4.1. The Customer undertakes to only use sipgate as an end customer within the usual scope and, in particular, not to use it for establishing connections that are maintained without, or almost no, interruption. The use by third parties who are not members of the company is excluded.

3.4.2. Billing based on a flatrate included in a basic agreement is subject to the Customer not being a provider of telecommunication services, premium services or bulk individual communication, particularly a provider of fax broadcast services, call centre or telemarketing services or of the Customer not using a flatrate for such bulk communication.

3.4.3. Connections established by the caller in order to provide third parties with telecommunication services or connections which the caller forwards to third parties for a fee or other advantages are excluded from the flatrates included in the sipgate basic agreements.

3.4.4. Connections that do not serve to establish direct voice or fax connections to other participants are also not covered by the flatrates. The same applies to connections where the Customer or a third party are to gain financially from the duration of the connection.

3.5. Restriction of simultaneous connections

The use of the flatrates included in the sipgate basic agreements is limited to a certain number of simultaneous sipgate lines. The number of simultaneous lines corresponds to the numbers of users.

Connections in excess of this amount are billed at the terms and conditions stated in the price list. arranged within the scope of the sipgate flatrates. Simultaneous calls to destinations that are not offered free of charge within the scope of sipgate flatrates are not restricted and are billed at the terms and conditions stated in the price list.

3.6. Exclusion of special phone numbers and services, separate billing

The Customer must not establish connections to special phone numbers or geographical (landline) phone numbers with special services (particularly automatic announcements and services, chat or conference call services, services that pay a fee for calling the sipgate customer or third parties, particularly advertising hotlines or top-up services, data, online and internet connections, call divert or call forwarding, and similar services). Such connections constitute non-contractual use of the sipgate flatrate. sipgate reserves the right to claim for damages and to block the phone numbers that establish such connections. Connections that have been established in breach of the agreement in accordance with

the above sentence and connections within the meaning of Section 2 of this Specification of Services are billed in accordance with the terms and conditions of the regular tariff as stated in the price list. Connections established by the Customer in order to provide them to third parties for a fee or free of charge, or which the Customer forwards to third parties, as well as connections established with the call forwarding, call back or conference functions are also billed at the terms and conditions of the sipgate tariff chosen by the Customer and are not billed at the terms and conditions of the sipgate flatrate.

3.7. Right to termination for good cause in the event of non-contractual use

sipgate has the right to terminate the agreement for good cause if sipgate is justified in suspecting that the Customer has used the service in breach of the agreement (see Sections 3.5 and 3.6).

sipgate explicitly reserves the right to claim compensation for the damaged incurred due to the non-contractual use of the sipgate connection from the Customer.

4. Additional feature Group Statistics

The additional feature Group Statistics can be booked in the account.

The monthly basic charge for the additional feature is based on the price list and is billed to the customer monthly.

After activating the additional feature, statistical processing of incoming/outgoing calls is provided in the account. With the help of the statistics, it is possible to see, for example, at which times the utilization was particularly high or will be particularly high.

It is not necessary to process personal data to create the group statistics, as only the number of (incoming/outgoing) calls at specific times is considered.

sipgate stores the statistics for the customer for a maximum of 365 days. Storage beyond this period is not guaranteed. sipgate therefore generally recommends making a backup copy of each statistic.

5. Liability

All liability is based on the GTC.

In the event of data loss, sipgate shall only assume liability for slight negligence if the Customer has backed up their data at intervals that are adequate for the use of the services and in a suitable format so that it can be recovered with reasonable effort.

sipgate GmbH, Düsseldorf, 27 December 2022

The respective applicable GTC and price lists can be accessed at:

General terms and conditions

Prices and tariffs