

The following provisions describe and regulate the use of the blueSIP Service, and shall apply as a supplement to the Standard Terms and Conditions of ccn corporate communication networks GmbH.

1. Scope of application

1.1 Application

These Special Terms and Conditions of Use shall apply to all direct and associated services provided within the framework of the blueSIP Service (hereinafter: "blueSIP") between ccn corporate communication networks GmbH (hereinafter: "ccn") and the blueSIP user (hereinafter: "User"). There is no legal claim to the use of the blueSIP Basic Service.

1.2 Changes

blueSIP shall at all times have the right to change or amend these Terms and Conditions of Use. The User has the right to object to such changes. If the User does not object to the changed Terms and Conditions within one month from receipt of the change notification, the Terms and Conditions shall become effective in accordance with the notification. blueSIP shall make the User explicitly aware in writing or by e-mail of the fact that the change will be deemed to have been accepted should the User not object within one month.

2. Scope of services

2.1 blueSIP Service

blueSIP offers an SIP registration and routing server, through which Users can establish connections via SIP to other SIP users, e.g. VoIP. blueSIP makes the necessary technical infrastructure for the administration of the SIP services available via one or several websites and service portals, such as <http://www.bluesip.net> and <https://service.bluesip.net>.

2.2 blueSIP Website

The website <http://www.bluesip.net> shows the nature and scope of the offered services. Provided services, allocated phone numbers and charges for the transmission of voice services are specified on the website and portal pages.

2.3 blueSIP Basic

blueSIP Basic makes available an SIP account and a local area network phone number. Telephone calls from the classical telephone network are routed through a gateway to the SIP account. The User does not incur costs for blueSIP Basic.

2.4 blueSIP Basic Prepaid

For outgoing calls into the classical telephone network, blueSIP Basic customers can buy credit for their blueSIP account. Charges for use are set out on the website at <http://www.bluesip.net/go/rates>.

2.5 blueSIP Premium

With blueSIP Premium, SIP trunks and other features such as the allocation and porting of multiple-extension blocks of phone numbers are possible. This requires the conclusion of a blueSIP Premium contract. Billing of fee-based services will be done by issue of a monthly invoice.

2.6 Subscriber line

blueSIP does not provide subscriber lines. Suitable internet access is required in order to be able to use blueSIP.

2.7 blueSIP phone numbers

Use of the provided blueSIP phone numbers with the prefix +49 89 721010 is only permitted for tests and for a period of up to 3 months from activation. No phone number allocation will take place.

2.8 Porting of phone numbers

blueSIP offers the option of porting existing phone numbers nationwide in Germany. This requires that the User's location corresponds to the local area code of the ported phone number.

2.9 Allocation of phone numbers

blueSIP offers the option of allocating phone numbers nationwide in Germany. The phone numbers will be registered for the Customer and can be ported. Prior to porting, suitable proof for the link to the relevant local area network must be provided (e.g. copy of passport, excerpt from trade register, trade registration).

2.10 Emergency calls

For Users with allocated and/or ported phone numbers, blueSIP will activate the emergency call options 110 and 112 (police, fire brigade). The basis for this is the User's address as submitted during registration. If the blueSIP service is used nomadically, an allocation by blueSIP of the relevant emergency call centre cannot be ensured. In this event, the User shall be obligated to submit his/her exact location data when making an emergency call.

2.11 Voice mail

Voice mail messages will be deleted automatically after 30 days.

2.12 Changes to services

blueSIP shall have the right to extend, change and improve the contents of the services and the charges, upon adequate prior notice. This requires that such changes are customary in the trade and/or are reasonable for the User, taking into consideration the interests of blueSIP. Such changes may become necessary due to legislative changes / amendments, administrative requirements and other government measures.

3. Term, Termination

3.1 Contract term

blueSIP does not have a fixed contract term. The service can be terminated at any time.

3.2 Acceptance

A contract will be concluded by ccn accepting the blueSIP contract, or performing the first contractual blueSIP activity.

3.3 Registration confirmation

blueSIP shall confirm the User's registration for the blueSIP Service. The confirmation of receipt shall not constitute a binding acceptance of this registration. The confirmation of receipt may be combined with the acceptance declaration.

3.4 Refusal

blueSIP can always refuse acceptance of a registration.

3.5 User data

The User confirms that any information provided by him/her in the context of the contract offer or conclusion of the contract relating to his/her identity, company or institution and any other circumstances with relevance for the contract is correct and complete.

3.6 Extraordinary termination

blueSIP shall have the right to extraordinarily terminate a service if third parties terminate contracts with blueSIP relating to preliminary products which are indispensable for the relevant service, without any fault on the part of blueSIP. blueSIP shall furthermore have extraordinary rights of termination with immediate effect in accordance with the ccn Standard Terms and Conditions.

4. User's duties and obligations

4.1 Usage

The User is obligated to only use the blueSIP services in accordance with the ccn Standard Terms and Conditions.

4.2 Changes to the contact data

The User is obligated to notify blueSIP within one month of any changes to his/her name, company name, address or bank data. Upon a corresponding inquiry by blueSIP, the User shall confirm the above data. In the event of a breach of this obligation, blueSIP shall have the right to immediately block the contractual services.

4.3 Approval by third parties

The User is obligated to obtain any approvals by third parties which may be required in order to be able to use the services provided by blueSIP, except if expressly agreed otherwise in writing.

4.4 Use of the identifier

The User is obligated to use the blueSIP Basic services under one sole provided account. The User may not use or apply for several accounts.

4.5 Breach of the rules for usage of accounts

Should the User breach the obligations set out in clauses 4.1 through 4.4, blueSIP shall, after having unsuccessfully issued a warning notice, have the right to terminate the contract with immediate effect.

4.6 Malfunctions

blueSIP expressly reserves the right to switch off the User's service without prior notice, provided that there is a threat of significant, lasting malfunctions of the blueSIP system.

4.7 Maintenance time slots

In order to maintain the performance capability of blueSIP and to be able to carry out necessary and reasonable changes to the service, the User hereby agrees that blueSIP may use maintenance time slots in accordance with the ccn Standard Terms and Conditions during which the services may only be available to a restricted extent.

5. Usage by third parties

5.1 Payment obligations

The User shall also pay the charges incurred due to the authorised or unauthorised use of the blueSIP services by third parties within the framework of the access and usage possibilities made available to the User.

5.2 Protection of data

blueSIP stresses that all data may be transmitted without protection and encryption via the User's internet product. blueSIP strongly advises the User to take suitable measures in order to minimise the risks of unauthorised access by third parties to his/her computer systems and data.

5.3 Cost risk

The User shall bear the cost risks for all services used. The User undertakes to take measures in order to minimise the risks of unauthorised access by third parties to his/her computer systems and data.

5.4 Usage by third parties

Should the User have reason to assume that third parties have obtained unauthorised access, he/she shall promptly inform blueSIP thereof in writing to

ccn corporate communication networks GmbH
- blueSIP Support -
Adi-Maislinger-Straße 7
81373 München
Deutschland
or via Fax to +49 89 74 61 60 - 30

5.5 Services

ccn offers the User support in accordance with the currently valid ccn service price list in order to examine the reasons for a malfunction and to carry out suitable measures in order to minimise and/or eliminate the malfunction. The service will be provided after placement of a written order, and will be billed on a time and materials basis.

6. Charges, billing and payment terms

6.1 blueSIP Basic

The blueSIP Basic services are offered free of charge without any further obligations.

6.2 blueSIP Basic Prepaid and blueSIP Premium

The charges applicable to the fee-based blueSIP services are listed at <http://www.bluesip.net>

6.3 Payment method

Payments due from invoices will be collected by direct debit under the SEPA Basic direct debit procedure. A fee of €2.90 plus statutory VAT (€3.45 incl. statutory VAT) per invoice will be charged for other payment methods. blueSIP reserves the right to refuse acceptance of payment methods other than direct debit.

6.4 Credit line

For the first 3 months of use, blueSIP Premium Users have a monthly credit limit of €100 (gross, incl. statutory VAT). Should a blueSIP Premium customer wish to increase this limit, a positive credit check will be required. As an alternative, the limit can be increased by payment of a deposit which will be set off against any applicable charges.

6.5 Pricing

The applicable prices are listed at <http://www.bluesip.net/go/rates>. Also, the applicable minute price for the destination dialled will be announced prior to a connection being established.

6.6 Default interest

In the event of default, blueSIP shall have the right to charge the User interest in accordance with the ccn Standard Terms and Conditions.

6.7 Suspension of services

In the event of default, blueSIP shall have the right to suspend services. The User's obligation to pay the agreed fee shall continue during the period of such suspension.

6.8 Assignment

An assignment to third parties of the User's claims vis-à-vis blueSIP is excluded.

6.9 Chargebacks

If fees are paid by direct debit, blueSIP shall charge €15.00 per chargeback if the direct debit cannot be completed, or if the direct debit is returned without justification (e.g. due to incorrect account data, insufficient balance), provided that the User is responsible for the chargeback, except if the User can prove that no damage has occurred, or that the damage incurred was significantly lower.

6.10 Insolvency

blueSIP shall have the right to terminate the contract with immediate effect if the User has issued an affidavit confirming his/her impecuniousness, if insolvency or composition proceedings or similar proceedings under other jurisdictions are opened, or if a petition for the opening of insolvency proceedings was filed or other specific indications exist regarding the deterioration of the User's financial situation.

7. Liability, warranty

7.1 Please note

The Standard Terms and Conditions of ccn corporate communication networks GmbH apply.

7.2 External disruptions

In the event of a malfunctioning caused by circumstances beyond blueSIP's area of responsibility, the User shall not have any claims vis-à-vis blueSIP. Up until the disruption ends, blueSIP shall be released from the obligation of fulfilling its contractual obligations.

8. Confidentiality/data privacy

8.1 Storage of data

The User agrees that the registration data will be stored and processed in accordance with general data privacy law, in as far as this is necessary in order to perform the contract.

8.2 Connection and fee data

The User agrees that the data relating to him/her, such as connection and fee data, will be stored within the framework of applicable law, and will be exchanged with third parties, provided that this is necessary in order to perform the contract.

9. Credit check

9.1 Credit check

In order to verify the User's creditworthiness, blueSIP reserves the right to obtain a credit rating from a credit rating agency of its choice with regard to the User's creditworthiness, and to report the data relating to non-compliant behaviour. The User can obtain information on the data stored for him/her from the responsible institution, the name and address of which blueSIP shall provide to the User upon request.

10. Written form

10.1 Written form requirement

The rights and obligations under this contract can only be transferred to a third party with the written approval of the other contracting party.

10.2 Ancillary agreements

blueSIP's employees, staff members and assigned persons are not authorised to enter into verbal or written ancillary agreements, or to make oral or written representations which go beyond the content of the relevant contract, including these Terms and Conditions.

11. Terms and Conditions of Supply

11.1 Scope of application

The following Terms and Conditions of Supply in the version as applicable at the time an order is placed shall apply exclusively to the business relationship between blueSIP and the User. blueSIP does not acknowledge deviating terms used by the User.

11.2 Order process

When the User places an order with blueSIP, he/she will be sent a written message (also by e-mail) confirming receipt of the order. The User's order constitutes an offer to blueSIP for the conclusion of a purchase contract. blueSIP accepts this offer if blueSIP informs the User in writing (also by e-mail) that the goods have been dispatched. A purchase contract is concluded for the products listed in the confirmation e-mail only. blueSIP does not offer products for purchase by minors.

11.3 Right of Withdrawal

- a) If the User is a consumer as defined in Section 13 of the German Civil Code (BGB), he/she shall have the right to withdraw the declaration of intent aimed at the conclusion of the contract within two weeks from receipt of the goods. Withdrawal declarations do not need to be furnished with grounds. The notification must be made in text form (e.g. letter, telefax or e-mail) or by returning the goods to blueSIP. Timely dispatch shall suffice to meet the deadline.
- b) The right of withdrawal shall not exist if the supply relates to software, video or audio recordings and the consumer has unsealed the supplied data carriers.
- c) For electronic files offered by blueSIP, the withdrawal rights shall cease when the consumer begins to download such files.
- d) If the consumer exercises his/her right of withdrawal, he/she shall be obligated to return the goods if the goods can be sent by parcel post. For order values of up to €40, the consumer shall bear the costs of the return shipment, except if the supplied

goods are not the goods the consumer had ordered. For order values of more than €40, blueSIP shall bear the costs of the return shipment.

- e) If the consumer can only return the goods in a deteriorated condition, he/she shall be obligated to compensate blueSIP for the loss in value. If tangible goods are provided, the aforesaid shall not apply if the deterioration of the goods is exclusively due to their examination in a manner which would, for instance, be customary in a retail store. Furthermore, the consumer can avoid the obligation to pay compensation for loss in value by not using the goods as an owner would use them, and by refraining from any activities which may impair their value.

11.4 Delivery

Except if agreed otherwise, deliveries shall be ex works to the delivery address specified by the User. Information on the delivery period is non-binding, except if a delivery date has in an exceptional case been bindingly promised.

11.5 Default in delivery

Should blueSIP's supplier not supply blueSIP with the ordered goods, in spite of a corresponding contractual obligation, blueSIP shall have the right to rescind the contract. In this event, the User shall be informed without undue delay of the fact that the ordered product is not available. Any purchase price payments already made shall be reimbursed.

11.6 Payment

The invoice amounts shall be collected under the contractual relationship via the SEPA Basis direct debit procedure. blueSIP shall retain the title to the supplied goods until full payment has been effected.

11.7 Data privacy provisions

Information on the nature, scope, location and purpose of the collection, processing and use by blueSIP of the personal data required for the execution of orders and registration for the e-mail messaging service can be found in the applicable data privacy provisions.

12. Final Provisions

12.1 Applicable law

This Agreement shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods and German international private law shall be excluded.

12.2 Place of jurisdiction

The place of jurisdiction shall be Munich, Germany.

12.3 Severability clause

Should one of the provisions in this contract be or become invalid, this shall not affect the remainder of this contract. Rather, the invalid provision shall be deemed to have been replaced by a substitute provision which reflects the purpose of the contract, or at least comes as close as possible to this purpose, and which the parties would have agreed upon in order to achieve the same economic outcome had they been aware of the invalidity of the provision. The same shall apply should the provisions be incomplete.

blueSIP

a service provided by
ccn corporate communication networks GmbH

Munich, last updated 2 May 2019