

General Terms of Use

Telekom Cloud Marketplace (user)



Last revision: March 14, 2024

1 Parties to the Agreement

The agreement shall be concluded between Telekom Deutschland GmbH (hereinafter referred to as Telekom), Am Landgrabenweg 151, 53227 Bonn, Germany (registered with Bonn District Court HRB 5919) and the user, who is not a consumer as defined in § 13 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).

2 Subject matter

The subject of this agreement is the provision of the Telekom Cloud Marketplace (hereinafter referred to as TCMP) and the agreement of conditions for its users. The TCMP shall be provided exclusively for users, who are not consumers within the meaning of § 13 BGB, in the exercise of their commercial or entrepreneurial activity.

3 Services provided by Telekom

3.1 Marketplace operation

Telekom operates the TCMP on the internet as a platform for the provision of cloud services and makes it available to customers for concluding legally binding contracts with Telekom. The provision of the TCMP is a non-binding service. Telekom reserves the right to change or discontinue this service at any time without notice.

3.2 Availability

There is no minimum availability for the provision of the platform. However, Telekom shall strive to keep performance limitations to a minimum.

3.3 Conclusion of the agreement

Unless otherwise stipulated by a separate arrangement, the agreement shall be deemed established upon receipt of the order confirmation, or at the latest upon initial provision of the service by Telekom or the third-party provider.

3.4 Contracts with Telekom

Contracts for services provided by Telekom shall be concluded exclusively with Telekom. Details can be found in the conditions of the product-specific contract documents and the General Terms and Conditions.

3.5 Content of the platform is the property of Telekom

The entire content of the platform is the property of Telekom or third parties. The user is not permitted to use content or parts of the platform without express written consent and must, in particular, not engage in data mining.

3.6 Support

Telekom shall offer users support services by telephone or email as required. Up-to-date information such as contact addresses and service hours can be found at www.telekom.de/cloud-kontakt.

4 Registration of the user

4.1 Entrepreneurial status

The user assures that they shall use the services exclusively in their commercial, professional, or entrepreneurial capacity and that they are not a consumer within the meaning of § 13 BGB.

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4.2 Communication by email

In connection with the use of the TCMP and the services ordered through it, the user agrees to correspondence by email and shall provide an email address that is always up to date. The user is aware that information essential for the provision of services, such as access data and information on changes to the services and the legal conditions, as well as information on service impairments and maintenance work, is sent exclusively by email.

4.3 Accuracy and completeness

The user affirms that all their details are complete and correct and that they are entitled to provide the corresponding details.

4.4 Payment term

The customer shall ensure that sufficient funds are available in the agreed debit account and, if making payments by credit card, that the credit card details provided upon registration are kept up to date. If payment is made by credit card, the customer account shall be charged in accordance with the agreements in place between the credit card company and the customer.

5 Other duties of the user

5.1 Access data

The user shall keep their access data secret and not pass it on to unauthorized third parties. As far as legally permissible, the user declares that they are responsible for all activities that are carried out via their account or using their access data.

5.2 Compliance with legal provisions

The user shall be responsible for verifying and complying with all relevant legal provisions, laws, regulations, and industry-specific provisions applicable in connection with the use of the platform.

5.3 Responsibility of the user

In particular, the user shall be responsible for all contributions and other content posted by them. Telekom shall not generally monitor or check the contributions or other content.

5.4 Prohibition of misuse

The user shall ensure that the services are not misused. In particular, the user shall ensure that:

- a) no information with illegal or immoral content is transmitted or posted and no reference to such information is made.
- b) national and international copyrights, trademark rights, patent rights, naming rights, personality rights, and labeling laws, as well as other industrial property rights and personality rights of third parties are observed.
- c) contributions of the user do not contain any advertising inserted for commercial purposes.
- d) use of the service does not cause any adverse effects for Telekom, other providers, or other third parties.

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6 Violation of these provisions

- 6.1 If the user violates the provisions of this agreement, Telekom shall be entitled to revoke access to the platform or disable the user's account. In the event of revocation, affected users can contact the Customer Service team by telephone or using the online contact form. Up-to-date information such as contact addresses and service hours can be found at www.telekom.de/cloud-kontakt.
- 6.2 The user indemnifies Telekom against all third-party claims based on illegal, infringing, or abusive use of the platform and the associated services. This shall also apply to all claims arising from data protection, copyright, or other legal disputes. If the user realizes or can be expected to realize that a violation of this type is about to occur, they shall be obligated to notify Telekom without undue delay.
- 6.3 Telekom reserves the right not to publish or to subsequently delete any contributions or other content posted by the user. This shall apply in particular to contributions or content that violate the user's obligations.

7 Liability

Due to the free nature of the contractual services (marketplace operation), Telekom shall only be liable in cases of intent or gross negligence.

8 Changes to the Terms of Use

Telekom shall be entitled to change these Terms of Use with a reasonable notice period of at least six weeks before the change takes effect, provided that the change is reasonable for the user, taking Telekom's interests into account, or is required by government decisions or statutory provisions. The changes shall be communicated to the user by email. If changes are made to the user's detriment, the user shall have a special right of termination from the time the change comes into effect. In its change notice, Telekom shall draw the user's attention to this special right of termination as well as to the fact that the change will come into effect unless the user exercises their special right of termination within the specified period.

9 Data protection

9.1 Access data

The parties undertake to observe the relevant applicable data protection regulations, currently in particular those of the General Data Protection Regulation (GDPR), the German Telecommunications Act (*Telekommunikationsgesetz – TKG*), and the German Telemedia Act (*Telemediengesetz – TMG*). If the performance of the services regulated in this Framework Agreement and its individual agreements requires commissioned data processing on the part of the Contractor, the Contractor undertakes to conclude a Commissioned Data Processing Agreement pursuant to Art. 28 GDPR in accordance with Telekom's current template: www.telekom.de/gk/dsgvo-auftragsverarbeitung.

9.2 If the provision of the services regulated in this Framework Agreement and its individual agreements does not require commissioned data processing on the part of the contractor, the following provisions apply:

- a) The contractor shall observe confidentiality and telecommunications secrecy in connection with the processing of data pursuant to § 88 TKG as amended.
- b) The contractor shall also confirm that it is aware of the relevant data protection regulations and provide assurance that it will, in advance, familiarize the employees engaged in carrying out the work with the relevant data protection regulations and, in particular, that they will be bound to confidentiality and telecommunications secrecy pursuant to § 88 TKG. The contractor shall also monitor compliance with data protection provisions.

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- c) The party receiving the data shall immediately notify the party disclosing the data if it is determined that data has been unlawfully transmitted or has been unlawfully disclosed to third parties in any other way.

10 Miscellaneous

- 10.1 Bonn shall be the place of jurisdiction for all disputes arising from or in connection with this agreement. Any exclusive place of jurisdiction shall have priority.
- 10.2 The contractual relations are subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

www.telekom.de