

These regulations apply in addition to the General Terms and Conditions, the relevant service description and the current price list of ACN and serve to implement the statutory duty to give information to consumers in the case of distance contracts pursuant to Section 312 a et seq. of the German Civil Code ("Distance Selling Regulations"). These Regulations apply exclusively to the services ACN provides to its customers via the website [www.acnmobile.de](http://www.acnmobile.de). In particular, the customer may use this website to conclude additional mobile phone contracts with ACN (section 1 below) or to order other options and/or services relating to the agreed mobile phone services (see section 2 below).

**I. CUSTOMER FOLLOW-UP ORDERS FOR ADDITIONAL MOBILE PHONE SERVICE CONTRACTS**

Customers who have already concluded a mobile phone service contract with ACN (Existing Customers) may use the website [www.acnmobile.de](http://www.acnmobile.de) to conclude additional mobile phone contracts; private customers may conclude up to three contracts.

**1.1 Ordering Process/Conclusion of Contract/Data Entry Errors**

To conclude additional mobile phone service contracts, the customer must go through the entire ordering process on the website [www.acnmobile.de](http://www.acnmobile.de) (Service: "DeinACN Mobile") and make the necessary entries. For control purposes, the data entered will be summarized after completion of the ordering process. Any entry errors may be corrected by the customer in the control mask. The customer data will be subjected to an automatic plausibility check, which facilitates the detection of any entry errors (e.g., failure to provide the minimum information required).

In the course of the ordering process, the customer will also be informed of the Distance Selling Regulations as well as ACN's General Terms and Conditions, service description and price list. The aforementioned documents can be viewed and downloaded by following the relevant hyperlinks. By clicking on the "send" button, i.e. sending the service order to ACN, the customer places a binding order for an additional mobile phone service contract with ACN.

Upon receipt of the order, ACN will acknowledge receipt of the service order, in text form (e.g., by letter or e-mail), without delay, in accordance with section 312 e (1) No. 3 ("Acknowledgement of Receipt"). The Acknowledgement of Receipt does not constitute acceptance of the contract by ACN within the meaning of section 2.1 of the General Terms and Conditions.

The contract with the customer does not enter into effect until ACN has expressly confirmed the customer's service order in writing or in text form ("Contract Acceptance"). This will normally occur by ACN, subject to order review, sending the welcome package which will be sent together with the new SIM card. ACN will document the conclusion of the contract, including all parts of the contract, under [www.acnmobile.de](http://www.acnmobile.de) (Service: DeinACN Mobile).

**1.2 Contracting Party**

The party contracting with the customer will be ACN Communications GmbH, Messrs. L. James and C.H. Schumacher, managing directors, Hans-Thoma-Strasse 24, 60596 Frankfurt am Main (commercial register of the local court Frankfurt, HRB 47606).

**1.3 Content of the Contract**

The content of the mobile phone service contract is subject to the provisions of ACN's General Terms and Conditions, the relevant service description and the applicable price list. The conclusion of the contract, the contract term, the payment terms, the terms of delivery (SIM card) and all prices and charges are specified in the aforementioned documents.

In the course of the ordering process described in section 1.1, the customer will be given the opportunity to view or download these documents.

**1.4 Viewing of the Contract/Contract Content**

The customer may retrieve the concluded contract, consisting of the General Terms and Conditions, the service specification and the price list, from [www.acnmobile.de](http://www.acnmobile.de) (Service: DeinACN Mobile) at any time.

**1.5 Cancellation Right/Consequences of Cancellation**

If the customer is a private customer he may cancel the service order for conclusion of an additional mobile phone service contract with ACN within two (2) weeks (Revocation Period), without giving any reasons.

The cancellation period shall begin once ACN has expressly confirmed the customer's service order in writing or in text form ("Contract Acceptance"). This will normally occur by sending the welcome package to customer.

The cancellation period will be deemed observed if the notice of revocation, in text form (letter, fax) is mailed in due time.

The notice of cancellation shall be addressed to:

ACN Communications GmbH  
Postfach 200532  
47020 Duisburg  
Fax: 01803 000934\*  
(\*€ 0,09/min from the German fixed network)

The customer's cancellation right expires prematurely if ACN has started to provide the service with the express consent of the customer before the end of the cancellation period or if the customer himself has caused the performance of the service, e.g., by making use of ACN's mobile phone service using the SIM card.

In the case of a valid cancellation, the performances received mutually by the parties shall be returned and, where applicable, a compensation for the usage made must be returned. Upon receipt of the customer's notice of revocation, ACN will deactivate the SIM card of the customer and refund any unused balance. Any reimbursement of unused free airtime minutes or unused minimum turnover is excluded. The customer is not required to return the SIM card to ACN. If the customer nevertheless returns the SIM card, he will bear the shipping costs.

**2. MODIFICATIONS/ADDITIONAL SERVICES/CHANGING TO ANOTHER TARIFF**

On the website [www.acnmobile.de](http://www.acnmobile.de) (Service: "DeinACN Mobile"), the customer may also order other options and/or services in relation to the mobile phone services agreed with ACN, including change-over to another tariff scheme, additional services, network options, SMS/GPRS bundle, change of address or blocking of SIM cards.

**2.1 Ordering Process, Entry Errors, Confirmation**

To order an option or service, the customer must go through the entire ordering process for the respective service or option on the website [www.acnmobile.de](http://www.acnmobile.de) (Service: "DeinACN Mobile") and make the necessary entries. For control purposes, the data entered will be summarized after completion of the ordering process. Any entry errors may be corrected by the customer in the control mask. The customer data will be subjected to an automatic plausibility check, which facilitates the detection of any entry errors (e.g., failure to provide the minimum information required).

In the course of the ordering process, the customer will also be informed of the Distance Selling Regulations as well as ACN's General Terms and Conditions, service description and price list. The aforementioned documents can be viewed and downloaded by following the relevant hyperlinks. The customer will also be informed of the costs and charges arising in connection with the ordered option or service.

By clicking on the "send" button, i.e. sending the service order to ACN, the customer places a binding order for the selected option or service and acknowledges his obligation to pay all costs and charges associated with the ordered option or service.

Upon receipt of the order, ACN will acknowledge receipt of the service order, in text form (e.g., by letter or e-mail), without delay, in accordance with section 312 e (1) No. 3 ("Acknowledgement of Receipt"). The Acknowledgement of Receipt does not constitute acceptance of the contract by ACN within the meaning of section 2.1 of the General Terms and Conditions. The service order will normally be implemented by ACN without explicit acceptance.

The customer's order will be documented under [www.acnmobile.de](http://www.acnmobile.de) (Service: DeinACN Mobile) and can be viewed by the customer at any time.

**2.2 Charges and Costs**

The option or service ordered by the customer may involve additional costs and charges, which will be based on ACN's current price list. In all other respects, the provision of services and the payment terms are subject to ACN's General Terms and Conditions.