

via e-mail to: [shop@raceresult.com](mailto:shop@raceresult.com)

The below mentioned parties

<b>race result AG</b> Joseph-von-Fraunhofer-Straße 11 D-76327 Pfinztal  (the owner)	and	Customer number: _____ _____ _____ _____  (the renter)
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Agree in writing to the following contract about the rental of SIM cards provided by race result AG:

**§1 Rental equipment and duration of the rental period**

- a) The renter can rent one or several sets of SIM cards from race result AG. The rental period starts on the day of the shipment of the SIM cards and ends after the cancellation of the contract within due notice.
- b) Cancellation of the rental agreement must be notified at least 14 days prior to the end of the yearly rental period. If no notice of cancellation is received by then, the contract is automatically renewed for a year.
- c) The renter sends the SIM cards back after the rental period expires. The SIM cards must reach race result AG within 5 working days of the end of the rental period. If that is not the case, a standard fee of 25 EUR per missing SIM card is invoiced to the renter.

**§2 Rental fees**

- a) The activation and rental fees of the SIM cards are displayed on [www.raceresult.com](http://www.raceresult.com)
- b) The rental fees are paid in advance.

**§3 Replacement**

- a) The renter can order replacement SIM cards if some get lost or damaged. In this case, the activation fee applies again.

**§4 Conditions of usage**

- a) The M2M mobile services provided by race result AG are exclusively designed for use in RACE RESULT devices, for timing or tracking purposes.
- b) The SIM cards offer usage in the following countries without extra roaming fees: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Finland, France (incl. Guyana, Guadeloupe and Martinique), Germany, Gibraltar, Great Britain, Greece, Holland, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Montenegro, Norway, Poland, Portugal (incl. Azores and Madeira), Romania, Serbia, Slovakia, Slovenia, Spain (Canary Islands), Sweden, Switzerland
- c) Usage in a country that is not listed above is not covered.
- d) In case of a breach of these conditions, the renter compensates race result AG for the financial loss. The following minimum tariffs apply: outgoing calls 1,59 €/minute, SMS sending 2,99 €/SMS, improper data usage 0,15 €/10 KB.

- e) In case of a breach of the contract, race result AG holds the right to block the SIM cards.
- f) In particular, the following uses are forbidden:
  - Voice calls (including voice-over-IP)
  - Personal communication in any form over the public phone networks
  - Emailing or Internet Browsing (using a public IP address) through a terminal (M2M communication module) via a proxy connection, tunnelling, gateway or routing.
  - Sending SMS
  - Adding, deleting or modifying the network header information for deceptive purposes
  - Accessing third party accounts, trespassing safety measures established by race result AG and / or network suppliers, hardware, software, electronic communication systems or telecommunication systems, whether it incurs the loss or falsification of data or not
  - Internet Relay Chat (IRC), Peer-to-Peer Filesharing, Bit Torrent, gaming servers or proxy servers,
  - Sending mass unsolicited emails or commercial messages or using a public SMTP relay.
  - Usage of any contents considered illegal based on current European laws.

**§5 Liability**

The owner is not liable if the leased property does not fulfil its purpose, unless its cause is based on intent or gross negligence. This disclaimer also applies to damages, lost profits and loss of data.

**§6 General Terms and Conditions**

General Terms and Conditions apply, available at [www.raceresult.com](http://www.raceresult.com).

**§7 Place of Jurisdiction**

The place of jurisdiction is Karlsruhe, Germany.

**§8 Severability Clause**

If any provision of this Agreement is or becomes invalid, this shall not affect the validity of the rest of the contract. The ineffective provision shall be replaced by a legally effective provision which comes closest to the intended purpose.

Pfinztal,

Sönke Petersen  
CEO race result AG

\_\_\_\_\_, \_\_\_\_

Place, date

  
  

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Your signature