



Terms & Conditions

Variatel GmbH

1. Scope / Contracting Party

1.1 These General Terms and Conditions (GTC) govern the contractual relationship between Variatel GmbH, based in Gutenbergstraße, 70197 Stuttgart, registered in the Commercial Register of Stuttgart under the number HRB 768873 (hereinafter referred to as "Provider" or "Variatel"), and the customer regarding the use of prepaid mobile services.

1.2 The customer's general terms and conditions shall not apply, even if Variatel does not expressly object to them.

2. Conclusion of the Contract

2.1 Unless otherwise agreed, the prepaid mobile contract between Variatel and the customer is concluded through the customer's application and its acceptance by Variatel. Acceptance usually takes place after successful registration of the customer by providing the requested service (e.g., activation of the SIM card).

2.2 Variatel reserves the right to refuse the conclusion of the contract if there are serious reasons. This may be the case if the customer provides false information, fails to fulfill cooperation obligations related to the legally required identification measures in accordance with § 172 TKG (Telecommunications Act), or there is justified suspicion that the customer intends to misuse the services.

3. Services Provided by Variatel

3.1 The type and scope of contractual services result from the service description, the price list, and, if applicable, other agreements between the contractual parties.

3.2 Variatel is free in choosing the technical means to provide the agreed services unless they are explicitly defined contractually. These technical means include, for example, infrastructures, platforms, transmission technologies and protocols, and user interfaces. Variatel reserves the right to change these technical means at any time, provided that its contractual obligations to the customer remain unchanged.

3.3 Variatel may replace the provided SIM card with a replacement card for a legitimate reason, such as necessary technical changes.

3.4 Variatel is entitled to engage third parties (subcontractors) to provide the services.

3.5 Your emergency call options: The emergency call 112 is free of charge.

4. Obligations of the Customer

4.1 The customer has the following obligations:

a) To pay the agreed fees on time. The customer is also responsible for charges incurred by third parties using the contractual services unless the customer can prove that such use cannot be attributed to them. In case of SIM card loss, this only applies until the loss is reported to Variatel in accordance with clause 4.2b.

b) To keep passwords and access codes such as PIN, PUK, or PKK secret and to change or have them changed immediately if there is a justified suspicion that unauthorized third parties have gained knowledge of them.

4.2 The customer must inform Variatel immediately if:

a) their personal data changes, such as name (or company name for businesses), residential or business address, registered email address, or bank details in the case of direct debit usage.

b) they lose their SIM card or it is otherwise lost. The customer may notify Variatel's customer service by phone, among other methods.

4.3 The customer must not misuse Variatel's services. This includes in particular:

a) Distributing immoral or illegal content, violations of criminal law or youth protection laws, infringement of third-party rights, retrieving, storing, making accessible, or providing illegal or immoral content (e.g., hyperlinks). It should be noted that unsolicited transmission of information and services such as unwanted advertising via email, SMS, fax, or phone may be legally prohibited.

b) Providing telecommunication or telemedia services to third parties, either for a fee or free of charge, especially opening WLAN/WiFi hotspots (tethering) for shared use.

c) Using Variatel's services in intermediation, interconnection, and transmission systems that relay voice or data connections from one third party to another (e.g., SIM boxing).

4.4 The following applies to mobile services offered at a flat rate regardless of actual usage (e.g., flat rate, volume packages, fixed cost caps):

a) These services must not be used to establish permanent voice or data connections in the sense of a leased line.

b) They must not be used for connections where the customer or a third party receives or expects to receive payments or other economic benefits due to the connection or its duration.

c) Automated data transmission between devices (machine-to-machine, M2M) is only permitted with explicit written authorization from Variatel.

d) For voice calls, only user-initiated connections for direct communication with other participants are allowed. SMS messages must be created and sent manually via the end device. The use of automated procedures (e.g., apps) that generate or send system-controlled messages to multiple recipients (e.g., SMS mass mailing, bulk SMS, spam) is prohibited.

4.5 Additional prohibited uses specific to tariffs or products are defined in the price list.

4.6 If there is justified suspicion of misuse, particularly in violation of sections 4.3, 4.4, or the price list, Variatel is entitled to take the necessary measures to prevent misuse and/or to terminate the contract extraordinarily according to legal provisions. Other claims by Variatel due to breaches of duty by the customer remain unaffected.

5. Registration / Identity Verification

5.1 Due to legal requirements, Variatel is obligated to maintain a customer file storing various data under § 172 TKG (Telecommunications Act), including phone number, name, address, date of birth of the customer, and the start and end of the contract. Variatel also reserves the right to collect the customer's email address to ensure contractual execution.

5.2 To register with Variatel, the customer must provide the data specified in section 5.1 and verify their identity through a legitimization process under § 172 TKG as required by Variatel.

6. Credit and Payments

6.1 To use paid services, the customer must top up their customer account (referred to as "customer account") maintained by Variatel with credit. The customer may top up their account in advance using the methods provided by Variatel. The credit can be increased up to a total of EUR 200.00. 6.2 Credit acquired via top-up vouchers must be redeemed by a specified date. If the customer does not redeem the credit by that date, Variatel may, upon customer request, either issue a new voucher for the unused credit or refund the unused amount within the legal limitation period. Note: unused free credit on vouchers will not be refunded. 6.3 When a paid service is used, a tariff option (see section 6) is booked or extended, or a tariff option renews automatically, the customer's balance will be reduced accordingly. If a payment method is stored for a tariff option, the corresponding amount will be automatically charged. 6.4 Once the customer's balance reaches zero, they can no longer use paid services or book/renew tariff options until their balance is topped up. Chargeable connections are only possible as long as the credit is available. Once exhausted, connections are terminated. 6.5 The customer can check their current balance at any time. This information is non-binding and does not entitle the customer to use services for the specified amount due to technical reasons.

6.6 If the contract is terminated and a positive balance remains, the customer may request a payout to a specified bank account. Note: bonus credit, promotional credit, start credit, or any free credit granted by Variatel will not be refunded. Variatel is not obligated to pay out credit without contract termination. No interest is paid on the balance.

6.7 The customer has the right to dispute debits from their balance or stored payment method within eight weeks of the debit. If traffic data is deleted by request or legal obligation, Variatel is not obligated to provide evidence of service usage or details of individual connections.

6.8 The customer may only offset Variatel's charges with counterclaims that are either undisputed, legally confirmed, or arise from a return obligation due to revocation.

6.9 The customer may not assign, sell, or transfer vouchers, balance, or advance credit to third parties.

6.10 If top-ups or tariff options are purchased via the Variatel website, payments are processed through payment service providers. In the event of a failed SEPA debit due to insufficient funds, a return debit fee may apply, determined by the customer's bank. Variatel charges a standard compensation fee of EUR 3.50. The customer may prove that the actual loss was lower or nonexistent.

7. Complaints

Customers may raise objections to charges within 8 weeks after the debit. Legal claims remain unaffected. Note: if traffic data is not saved or was deleted upon customer request, Variatel is not obliged to provide evidence of service use.

8. Contract Duration and Termination

8.1 The contract is open-ended. The customer may cancel at any time without notice, but not before the end of a tariff option's term. Variatel may terminate the contract with one month's notice, also not before the end of a tariff option's term.

8.2 Both parties retain the right to extraordinary termination without notice for cause. Variatel may terminate if:

8.2.1 There is reasonable suspicion that the customer is using services unlawfully or abusively under section 4.4.

8.2.2 The customer provides false information or fails to notify required changes (e.g., unreceived mail).

8.3 Termination must be made in writing.

8.4 The contract automatically ends after 210 days of inactivity. After 120 days of no usage (no chargeable calls, SMS, data, top-ups, or bookings), a 90-day grace period allows only incoming SMS and calls. The customer may reactivate their account during this period. After that, services are no longer available.

9. Suspension

Variatel may suspend services wholly or partially if legally justified or if significant operational, commercial, or security issues arise, with reasonable notice.

10. Liability of Variatel

10.1 Variatel's liability under the Telecommunications Act for financial loss is limited to EUR 12,500 per customer and EUR 30 million total per event. If claims exceed this limit, compensation is distributed proportionally. These limits do not apply in cases of intent or gross negligence.

10.2 Variatel is fully liable:

- a) For damages caused intentionally or by gross negligence,
- b) In cases of injury to life, body, or health,
- c) Where legally mandated, e.g., under the Product Liability Act,
- d) Where defects were fraudulently concealed or warranties were breached,
- e) For other negligent breaches of essential contractual duties—limited to foreseeable, contract-typical damage.

10.3 Variatel is liable for data loss only if due to slight negligence and only if data was properly backed up.

10.4 Unless otherwise stated, Variatel's liability is excluded.

10.5 Liability limits also apply to agents, employees, and representatives.

10.6 Compensation claims from Variatel and those from customers may offset each other if they arise under the Telecommunications Act.

11. Price Adjustments

11.1 Variatel may reasonably adjust prices under § 315 BGB due to cost changes. Price reductions must be passed on to customers.

11.2 Total costs include network operation, customer service, personnel, overheads, and legal obligations affecting contractual costs.

11.3 Adjustments are only allowed if there is no compensation by cost reductions in other areas. Any increase must be proportionate and reasonable.

11.4 Price increases will be communicated 4 weeks to 2 months in advance on a durable medium with details and, where applicable, a right of termination.

11.5 The customer may cancel the contract free of charge within 3 months of such notice, unless the increase is legally mandated.

12. Amendments to Terms and Services

12.1 Variatel may amend the GTC if reasonable and the balance of performance and return remains intact. This includes unforeseeable changes or regulatory/legal gaps.

12.2 Service changes may occur if necessary for technological, legal, or interoperability reasons and must be reasonable for the customer.

12.3 Changes will be communicated 6 weeks to 2 months before taking effect, including explanation and, where applicable, the right of termination.

12.4 The customer may cancel the contract within 3 months after notification unless changes are in their favor or legally required.

13. Additional Provisions

13.1 Number Portability / Provider Switch

13.1.1 The customer may port their number to Variatel anytime, regardless of their current provider's contract.

13.1.2 The customer may also switch from Variatel to another provider anytime. The porting request must reach Variatel within one month of contract termination.

13.1.3 Porting and activation will take place on the agreed date or the next working day. If delayed, the customer is entitled to €10 per day of delay. Additional compensation claims are unaffected.

13.2 Conciliation Procedure

Customers may initiate a conciliation process with the Federal Network Agency's conciliation board. Participation is voluntary. More info:

https://www.bundesnetzagentur.de/DE/Vportal/Schlichtung/Schlichtung_TK/start.html

13.3 Dispute Resolution

Variatel does not participate in consumer arbitration processes as per §§ 2, 36 VSBG.

13.4 Current Prices

Current prices can be found in the price list available in stores and at www.variatel.de.

13.5 Email Contact

The current email address is available at www.variatel.de/ueber-Variatel/impressum

13.6 Mandatory Legal Information

13.6.1 Further details on legal rights and revocation policies are included in the service description and price list.

13.6.2 Variatel collects name, address, birth date, email, and bank data for SEPA payments.

13.6.3 Variatel is required under § 172 TKG to verify identity and store personal data such as ID number, issuing authority, and address.

13.7 Miscellaneous

13.7.1 Oral agreements are only valid if confirmed in writing.

13.7.2 Invalid clauses do not affect the rest of the contract.

13.7.3 German law applies. UN sales law is excluded.

13.7.4 If the customer is a merchant or has no general jurisdiction in Germany, Stuttgart is the place of jurisdiction.

14. Emergency call services

In case of an emergency, you can always reach the local emergency services free of charge by calling 112. Here you will find information about other alternative emergency call methods in Germany .

Emergency calls (voice)

- 110
- national emergency number for emergencies requiring police assistance

Emergency calls (voice)

- 112
- Single European emergency number

15. Public warning systems

In Germany, a public warning system is available to inform you about emergency situations. You may need to install an app for this. You can find the relevant links in the following overview:

- Mobile transmission

16. Value-added services

Calls to premium-rate numbers from abroad may incur higher charges. This also applies to numbers that are usually free or chargeable at a fixed rate from home or the country being visited, such as 0800/0180 numbers. Here you will find information about the number ranges for specific premium-rate service numbers in Germany that may incur higher charges:

International Roaming:

- The tariffs listed below apply only within Germany. If you use these service numbers while roaming outside Germany, different charges may apply depending on your roaming destination and applicable roaming tariff.

115 (Other)

- A single government telephone number / This telephone number provides quick and easy initial contact with the services of the entire public administration in Germany. More complex questions will be forwarded to the responsible department.
- National rate: Usually charged as a call to geographic numbers

116 (Other)

- Harmonised numbers for services of social value / These numbers enable EU citizens to use certain services of high social value in all Member States under a single, identifiable telephone number.
- National tariff: Free. Roaming is possible. Roaming calls may be charged.

1371 (Other)

- Bulk calling services are characterized by high volumes of short calls in one or more short intervals to a destination with limited handling capacity.
- National rate: 14 ct/call

1372 (Other)

- Bulk calling services are characterized by high volumes of short calls in one or more short intervals to a destination with limited handling capacity.
- National rate: 14 ct/min

1373 (Other)

- Bulk calling services are characterized by high volumes of short calls in one or more short intervals to a destination with limited handling capacity.
- National rate: 14 ct/min

1374 (Other)

- Bulk calling services are characterized by high volumes of short calls in one or more short intervals to a destination with limited handling capacity.
- National rate: 14 ct/min

1375 (Other)

- Bulk calling services are characterized by high volumes of short calls in one or more short intervals to a destination with limited handling capacity.
- National rate: 14 ct/call

1376 (Other)

- Bulk calling services are characterized by high volumes of short calls in one or more short intervals to a destination with limited handling capacity.
- National rate: 25 ct/call

1377 (Other)

- Bulk calling services are characterized by high volumes of short calls in one or more short intervals to a destination with limited handling capacity.
- National rate: 1 euro/call

1378 (Other)

- Bulk calling services are characterized by high volumes of short calls in one or more short intervals to a destination with limited handling capacity.
- National rate: 50 ct/call

1379 (Other)

- Bulk calling services are characterized by high volumes of short calls in one or more short intervals to a destination with limited handling capacity.
- National rate: 50 ct/call

164 (Other)

- Paging Services

168 (Other)

- Paging Services

169 (Other)

- Paging Services

1801 (Numbers with shared costs)

- Medium-rate services / Services for which the same rate is charged nationwide.
- National rate: 3.9 ct/min

1802 (numbers with shared costs)

- Medium-rate services / Services for which the same rate is charged nationwide.
- National rate: 6 cents/call

1803 (Numbers with shared costs)

- Medium-rate services / Services for which the same rate is charged nationwide.
- National rate: 9 ct/min

1804 (Numbers with shared costs)

- Medium-rate services / Services for which the same rate is charged nationwide.
- National rate: 20 ct/call

1805 (Numbers with shared costs)

- Medium-rate services / Services for which the same rate is charged nationwide.
- National rate: 14 ct/min

1806 (numbers with shared costs)

- Medium-rate services / Services for which the same rate is charged nationwide.
- National rate: 20 ct/call

1807 (Numbers with shared costs)

- Medium-rate services / Services for which the same rate is charged nationwide.
- National tariff: 30 seconds free, then 14 ct/min

181 (Other)

- International Virtual Private Network (IVPN) numbers

182 (Other)

- Figures for virtual private networks (VPNs)

183 (Other)

- Figures for virtual private networks (VPNs)

184 (Other)

- Figures for virtual private networks (VPNs)

185 (Other)

- Figures for virtual private networks (VPNs)

186 (Other)

- Figures for virtual private networks (VPNs)

187 (Other)

- Figures for virtual private networks (VPNs)

188 (Other)

- Figures for virtual private networks (VPNs)

189 (Other)

- Figures for virtual private networks (VPNs)

32 (Other)

- National subscriber numbers / numbers used for services that provide access to public telecommunications networks and are not tied to a specific location.
- National tariff: Maximum 9 cents/min

700 (Other)

- Personal numbers / numbers that provide access to and from any telecommunications network under one number, regardless of location, terminal equipment, transmission mode or technology.
- National tariff: Maximum 9 cents/min

800 (Freephone numbers)

- National tariff: Free

9001 (Premium tariff figures)

- Premium tariff numbers / numbers that offer a service in addition to the telecommunications service, which is charged to the caller along with the telecommunications service and cannot be associated with any other type of number.
- National rate: €0.69/min

9003 (Premium tariff figures)

- Premium tariff numbers / numbers that offer a service in addition to the telecommunications service, which is charged to the caller along with the telecommunications service and cannot be associated with any other type of number.
- National rate: 1.49 euros/min

9005 (Premium tariff figures)

- Premium tariff numbers / numbers that offer a service in addition to the telecommunications service, which is charged to the caller along with the telecommunications service and cannot be associated with any other type of number.
- National rate: 1.99 euros/min

9000 (premium tariff figures)

- Premium tariff numbers / numbers that offer a service in addition to the telecommunications service, which is charged to the caller along with the telecommunications service and cannot be associated with any other type of number.
- National rate: €0.49/min

9002 (Premium tariff figures)

- Premium tariff numbers / numbers that offer a service in addition to the telecommunications service, which is charged to the caller along with the telecommunications service and cannot be associated with any other type of number.
- National rate: €0.99/min

9004 (Premium tariff figures)

- Premium tariff numbers / numbers that offer a service in addition to the telecommunications service, which is charged to the caller along with the telecommunications service and cannot be associated with any other type of number.
- National rate: 1.69 euros/min

9006 (Premium tariff figures)

- Premium tariff numbers / numbers that offer a service in addition to the telecommunications service, which is charged to the caller along with the telecommunications service and cannot be associated with any other type of number.
- National rate: 2.29 euros/min

9007 (Premium tariff figures)

- Premium tariff numbers / numbers that offer a service in addition to the telecommunications service, which is charged to the caller along with the telecommunications service and cannot be associated with any other type of number.
- National rate: 2.49 euros/min

9008 (Premium tariff figures)

- Premium tariff numbers / numbers that offer a service in addition to the telecommunications service, which is charged to the caller along with the telecommunications service and cannot be associated with any other type of number.
- National rate: €2.99/min