

TKS Kaiserslautern – Additional Conditions and Rates CountryFlat and CountryFlat II.

Telepost Kabel-Service Kaiserslautern GmbH & Co. KG, called TKS in the following, operates according to the service specifications and pricelists of Deutsche Telekom AG and the General Terms and conditions, save as provided in the following customer-specific regulations which have priority over the General Terms and conditions (cooperation agreement between TKS and Deutsche Telekom). In the following, an overview of the customer-specific regulations is given.

1. 1. Prerequisite for the Special

□ CountryFlat □ and □ CountryFlat II □ rate

The "CountryFlat" and "CountryFlat II" special rate is geared towards customers with private usage profile. It is not applicable to commercial users, telecommunications service providers, especially not to providers of fax broadcast services, call center, or telephone marketing services. Furthermore this rate does not apply to the permanent networking or connection of locations, respective of customer's telecommunications equipment.

2. Subject Matter of the Conditions

The following conditions (in connection with the Telecommunications Law) apply to the special rate "CountryFlat" and "CountryFlat II" of Deutsche Telekom AG (called Deutsche Telekom in the following) for:

- Call Start / Standard
- Call Start / Universal
- Call Basic / Standard
- Call Basic / Universal
- Call Comfort / Standard
- Call Comfort / Universal

The provision of the above-mentioned products is not subject matter of this contract.

If no different provisions have been made, the respective General Terms and Conditions of the underlying contract apply to the special „CountryFlat“ and „CountryFlat II“ rate.

3. Services of the Deutsche Telekom

Within the framework of the existing technical and operational possibilities Deutsche Telekom makes it possible for the customer to take advantage of the special rate „CountryFlat“ and „CountryFlat II“. According to section 6, outgoing international calls via Deutsche Telekom will not be billed according to the currently valid price list of the underlying contract, but according to a special rate provided the customer has opted for the special rate „CountryFlat“.

4. Customers' Duties and Obligations

The customer has the following duties and obligations: Customer must not abuse the „CountryFlat“ and „CountryFlat II“ special rate, especially

- not for the purpose of activities described under section 1,
- nor
- may customer establish connections which would result in third party payments or other rewards to the customer.

5. Termination

5. 1 The contract may be terminated by both contract partners at the end of each working day. Deutsche Telekom resp. the customer must be notified in writing about the termination at least six working days prior to the day on which the termination is to go into effect. Saturday is not deemed a working day. If customer terminates the contract earlier than one month after the service was provided, the full monthly rate becomes payable.
5. 2 With the terminate of the contracts listed in section 2, the special „CountryFlat“ and „CountryFlat II“ rate is also considered to be terminated.
5. 3 The contract partners' right to terminate for cause (without notice) remains unaffected. Deutsche Telekom may terminate for cause e.g. in cases where customer substantially violates the duties and obligations stated in section 4. The additional assertion of damage claims takes place in accordance with legal provisions.

6. Prices

The stated prices with value-added tax (VAT) are amounts leveled to full Cents. Prices without VAT are determining for the billing of the utilized services. They are added by Deutsche Telekom and used as the basis for calculating the VAT amount. It is therefore possible that the amount to be paid by the customer is lower than the sum of the prices including VAT. The prices with VAT are calculated by taking the prices without VAT and adding the VAT in the legally required amount. In case of a change of the VAT tax rate the prices with VAT are adapted accordingly.

6. 1 Provision

Service

- ⌘ Activation fee for the special rate “Country Flat”,
 - charge free
- ⌘ Monthly fee for the special rate “Country Flat”
 - € 3.31 without VAT
 - € 3.94 with VAT

Service

- ⌘ Activation fee for the special rate “Country Flat II”,
 - charge free
- ⌘ Monthly fee for the special rate “Country Flat II”
 - € 12.56 without VAT
 - € 14.95 with VAT

TKSSNAP! COUNTRY FLAT - OPTIONAL SERVICE

INCLUDED WITH TKS SURF'N'TALK BUNDLE

COUNTRY FLAT		
25 Countries € 3.94 monthly	Price Cent per min	
	Fixed network	Mobile network
Andorra	0	25
Australia	0	17
Austria	0	28
Belgium	0	25
Canada	0	0
Czech Republic	0	25
Denmark	0	28
France	0	28
Greece	0	25
Great Britain ¹	0	28
Ireland	0	25
Italy	0	25
Liechtenstein	0	28
Luxemburg	0	25
Monaco	0	25
Holland	0	28
Norway	0	25
Poland	0	25
Portugal	0	28
San Marino	0	0
Sweden	0	28
Switzerland	0	28
Spain	0	25
U.S.A	0	0
Vatican City	0	25

COUNTRY FLAT II		
25 Countries € 14.95 monthly	Price Cent per min	
	Fixed network	Mobile network
Argentina	0	25
Brazil	0	25
Bulgaria	0	25
Chile	0	17
China	0	25
Croatia	0	25
Cyprus	0	25
Estonia	0	25
Georgia	0	17
Hong Kong	0	17
Hungary	0	17
Iceland	0	25
Israel	0	25
Japan	0	25
Malaysia	0	17
New Zealand	0	25
Rumania	0	25
Russia	0	25
Singapore	0	17
Slovakia	0	25
Slovenia	0	25
South Africa	0	25
Taiwan	0	25
Turkey	0	17
Venezuela	0	25

¹ includes Northern Ireland, Channel Islands, Island of Man

Country Flat / Country Flat II:

- Activation fee / monthly minimum use: € 0.00
- Rates listed are for voice telephone calls, not including special or premium rate numbers, fax or data transmissions.
- Calling rates to other countries: the standard international rates of the respective telephone service applies.