

TKS Kaiserslautern – Additional Terms & Conditions TKSSnap! Service

Telepost Kabel-Service Kaiserslautern GmbH & Co. KG, called TKS in the following, operates according to the service specifications and price lists of the 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. Security Deposit

At the conclusion of a contract TKS asks for a security deposit of 50 Euro which is payable immediately at the TKSShop. If the contract is made in writing or over the telephone, the customer will be asked to pay the security deposit at the TKSShop or to transfer the amount to a TKS account.

At the end of the contract this amount will be set off against the preliminary final bill, if the customer has no more payment obligations towards TKS.

2. Payment Terms

The customer is obliged to pay the agreed prices which form the basis for the telephone bills within the specified time frame.

The telephone bills may either be paid in cash on base or transferred to the account specified on the bill. The amount must be in the TKS account no later than the 15th workday after the bill has been mailed. Objections against the amount of the bill must be made immediately in writing after receipt of the bill.

In individual cases bills may be paid in installments. If you wish to pay in installments, the billed amount must exceed 50 Euro. The bill has to be presented at the TKSShop where a written deferred payment contract is then concluded between TKS and the customer. In case of deferred payment plan 1 (telephone access has not been blocked for outgoing calls), the sum of the installments as specified in the deferred payment plan must have been paid by the time the next bill arrives, otherwise the telephone access is blocked immediately for outgoing calls.

Customers who are only eligible for deferred payment plan 2 (access has already been blocked for outgoing calls), must have paid the total amount of the bill within a maximum of 30 days, otherwise the termination of the contract is initiated by TKS without further notice.

3. Late Payment

If a bill has not been paid within the specified time frame, TKS will send a reminder on the 15th work day after the bill has been mailed, in which the customer is asked to pay the billed amount within a period of six workdays. A late fee of 3 Euro is applicable at this point of time. If no payment is made within these six days, the access is blocked for outgoing calls on the date specified in the reminding letter, and a blocking charge of eight Euro becomes payable. If no payment is made after the access has been blocked for outgoing calls, the customer will receive a second letter in which he is informed that his contract will be terminated without further notice on the date specified in this letter. If again no payment is received, TKS will terminate the contract without further notice. The customer's obligation to pay remains unaffected by this. TKS reserves the right to make additional claims due to late payment.

4. Termination

Both parties may terminate the contract from Monday to Friday, with the termination becoming effective at the latest on the workday following the receipt of the termination notice. For accesses and services without minimum contract term no termination period applies.

5. Final Bill

At the end of the contract a preliminary final bill is immediately generated by TKS. The amount of this bill is based on the average amount of the bills during the contract term (at the most the last twelve months of the contract term are considered). This bill is payable immediately. Optionally an itemized final bill can be provided by TKS, which will be set off against the preliminary final bill. Prerequisite for the generation of an itemized final bill is that the customer leaves a forwarding address and his/her banking connection.

6. Temporary Accesses

The security deposit for temporary accesses is 200 Euro/access. Additionally TKS charges a processing fee of 50 Euro/access, a non-recurring installation fee of 100 Euro/access and in anticipation of the incurring charge units a daily flat rate of 15 Euro/access.

The security deposit, processing fee, installation fee and flat rate for charge units have to be paid in advance at the TKSShop. At the end of the contract when the telephone bill has been received, the advance payments are set off against the actual amount of the bill at the TKSShop.

7. Down Payment

For the customer's protection TKS reserves the right to ask for a down payment before the regular monthly bill is generated, if

- the amount of the bill exceeds 400 Euro, or if
- the amount of the bill is more than 50 % above the average billed amount of the last 6 months.

Call Number Blocking

In connection with the marketing of telephone accesses TKS also offers the feature call number blocking. When the "Blacklist – fixed access blocking - Block 0900" is ordered, the line configuration in the T-Com exchanges is modified and 0900 numbers can no longer be called.

For this service the customer only has to pay a small nonrecurring activation fee.

Customers who explicitly reject the activation of call number blocking will not be entitled to receive a refund of connection fees from TKS in connection with 0900 numbers.

Contract Term/Cancellation

The minimum contract term for the standard services Calltime/T-Net, XXL Local/T-Net, XXL Fulltime/ T-Net, Calltime/T-ISDN, XXL Local/T-ISDN or XXL Fulltime/TISDN is twelve months. It starts as soon as the service is provided in fully operational condition.

The contract may be terminated by both parties with a notice period of one month. The earliest possible cancellation time is one month before the end of the minimum contract term. The cancellation has to be in writing and must be provided to TKS at least one month before the day it is to go into effect.

If the contract is not terminated, the contract term will be extended for an indefinite period of time. It may be terminated any time with a one month notice period.

The right of the contractual parties to terminate the contract with good cause will remain unaffected.

For TKS good cause means e.g. cases in which customer substantially violates customer's contractual obligations like payment of agreed prices at due date or gross abuse of the access. Additional assertion of damage claims is in accordance with legal regulations.