

## TKSSnap!, Country Flat & Country Flat II

### Additional Terms & Conditions

#### 1) General Terms & Conditions

The General Terms and conditions for the TKSSnap!, CountryFlat, & CountryFlat II services can be found at: [www.tkscable.com/agb](http://www.tkscable.com/agb).

#### 2) Validity of the contract

The contracted service(s) will be validated by a written confirmation to the customer and shall commence on the date stated in the letter of confirmation. Telephone calls made prior to the confirmation are not subject to terms or rates of the contracted TKSSnap!, CountryFlat, & CountryFlat II services, and will be billed according to the customer's pre-existing rate schedule.

#### 3) Availability of the Country Flat option

The CountryFlat option is only available in addition to one of the following residential phone services

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

#### 4) Minimum contract duration time for the CountryFlat option and the Residential Phone Service

- a) There is no minimum contract duration for the CountryFlat option
- b) The CountryFlat option can be added to any of the residential phone services that have a minimum contract duration time of 12 months.
- c) The Call Plus Standard/Universal connection is an exception and pertains no contract duration time. It is the only connection without duration time.

The minimum duration requirement is also valid in the following cases:

- Customer move
- Termination of access by TKS due to non-payment

#### 5) Cancellation conditions for the Country Flat option and the Residential Phone Service

- a) The CountryFlat optional service itself can be cancelled on a day-to-day basis.
- b) If CountryFlat is cancelled within the initial month of service, a 1-month minimum charge applies.
- c) The residential phone service contract may be terminated by both parties. The customer must submit a cancellation request to TKS in written form at least 1 month in advance of the date of effect, or at least 1 month prior to the end of the contract term. If the contract is not terminated, the contract term will be extended for a period of 12 months, the same terms of cancellation are applicable to an extension. The right of the contractual parties to terminate the contract with good cause will remain unaffected. For TKS good cause means for example, cases in which customer substantially violates the customer's contractual obligations such as payment of agreed prices at due-date or gross abuse of the service. Additional assertion of damage claims is in accordance with legal regulations.
- d) In case of a cancellation before the minimum contract duration term is over, the remaining monthly fees for the residential phone will be charged.
- e) In cases of early cancellation if the customer wishes to accept the "Abschlagszahlung nach Kündigung" (ANK) as being final, the remaining monthly fees will be determined by the TKSShop/CSC and be added to the amount of the ANK.
- f) In case of a cancellation with valid orders before the minimum contract duration term is over, no penalty for the remaining monthly fees for the residential phone service will be charged.

### Requested Service:

TKSSnap! (Residential Phone Service)

CountryFlat

CountryFlat II

BY SIGNING THIS FORM, I ACKNOWLEDGE THE ABOVE LISTED ITEMS HAVE BEEN FULLY EXPLAINED TO ME.

PLACE, DATE

CUSTOMER SIGNATURE

AS OF 2008/07