

## TKS Surf 'n' Talk ADDITIONAL TERMS & CONDITIONS

### 1) General Terms & Conditions

The General Terms and conditions for the TKS Surf 'n' Talk bundle can be found at: [www.tksable.com/agn](http://www.tksable.com/agn).  
For all connection rates regarding the included CountryFlat option, the "Supplementary Conditions and Rates CountryFlat and CountryFlat II" apply.

### 2) Contract Validity

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 TKS Surf 'n' Talk service, and will be billed according to the customer's pre-existing rate schedule.

### 3) T-DSL service

With the TKS Surf 'n' Talk bundle, TKS provides a T-DSL access with a down-/upload speed of up to 6016 / 576 kbps. The actual available speed may be lower and depends on the physical conditions of the access line, a lower T-DSL speed does not affect the monthly bundle basic fee.

### 4) Minimum contract duration time

a) A minimum contract term of 12 (24) months applies to the TKS Surf 'n' Talk bundle.  
The minimum duration requirements are also valid for the following cases:

- Customer move.
- Termination of TKS Surf 'n' Talk bundle by TKS due to non-payment.

### 5) Cancellation conditions

- a) The 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 is 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.
- b) In case of a cancellation before the minimum contract duration term, the remaining monthly fees for the residential phone service and TKSSurf! Internet service will be charged.
- c) 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.
- e) 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. In this case there might be further charges for activation fee or hardware, refer to TKS Surf'n'Talk Additional Terms & Conditions point 6) "DSL Activation and Hardware" for details.

### 6) DSL Activation and Hardware

New TKS Surf 'n' Talk customers may select to either defer the payment of the standard charges for DSL activation as well as a TKS supplied DSL device, or pay immediately. If payment is deferred, those charges are due upon cancellation of service. If the minimum contract duration (12/24) is fulfilled, the customer may be eligible for a bonus whereby a suitable TKS credit will issued to the customer's account. When applicable, the bonus will be issued on a monthly invoice in form of billing credit, this credit is not redeemable or transferable. If DSL is not available TKS will take back the supplied device, but only if returned in unused like-new condition in the original packaging complete with all of the manufacturer's package contents.

DSL hardware may be:

- a) A standard DSL modem.
- b) A wireless DSL modem/router.

Existing TKSSnap! customers that change over to the TKS Surf 'n' Talk bundle tariff may not assert a DSL hardware may be:

- a) A standard DSL modem.
- b) A wireless DSL modem/router.

Existing TKSSnap! customers that change over to the TKS Surf 'n' Talk bundle tariff may not assert a claim to receive additional DSL hardware.

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

PLACE, DATE

CUSTOMER SIGNATURE