

**Courtesy Translation, German version prevails!**

**TKS uses the General Terms and Conditions of its cooperation partner T-Mobile in the Mobile Communications Sector. All T-Mobile General Terms and Conditions are part of this agreement. In cases of doubt the German General Terms and Conditions are legally binding.**

**As far as validity is concerned, the TKS-specific deviations and supplements will prevail!**

**TKS-specific general terms and conditions:**

### **1. Minimum Terms of Agreement for Mobile Communications Service.**

The TKS mobile communication service agreements have different minimum terms of agreement. The following minimum terms of agreement (MTA) are offered:  
3 months, 6 months, 12 months and 24 months.

According to the MTA, upon conclusion of a mobile communication service agreement with a customer TKS will grant the customer a subsidy for a mobile communication service terminal equipment provided this device is purchased at a TKS Shop.  
The subsidy amount depends on the contract term of the concluded agreement and is determined by TKS.

If the customer authorizes direct debiting service upon concluding an agreement with TKS, an additional hardware bonus of 5 € will be granted to customer. This bonus applies no matter what MTA option the customer has chosen.

The hardware bonus can only be awarded in conjunction with a TKSMobile! contract exclusively as a purchase discount towards a mobile phone purchased at a TKSShop. If the purchase price of a given mobile phone is less than € 5.00, the bonus will likewise only be applied towards the phone purchase; an additional monetary refund of any remaining amount will not be given.

If a mobile communication service agreement is terminated before the end of the minimum term of agreement, a compensation payment has to be made whose amount depends on the remaining term of agreement.

**Exception:** A customer provides a current deployment order issued after the conclusion of the agreement. In this case TKS waives its compensation claim for the remaining term of agreement, however TKS claims prorated reimbursement of the subsidy.

### **2. Terms of Payment**

The charges shall fall due upon generation of the bill. As a rule customers receive the TKS bill via e-mail, upon explicit request a printed bill may be furnished to customers instead. If no direct debit authorization has been furnished by customer, the amount due must be credited to a TKS account at the latest on the 10<sup>th</sup> working day after generation of the bill, or the amount must have been paid in cash or via credit card at a TKS Shop.

### **3. Default**

If the customer fails to pay on time, TKS is entitled to block the customer's mobile communications line so that only emergency calls will be possible. The blocking costs are payable by the customer. The current TKS price list will apply.

If a customer is in default, the following TKS dunning process will be initiated:

**Level 1:** The customer receives a written reminder as well as an SMS informing customer about the due bill.

**Level 2:** The customer's mobile communication line is fully blocked (blocking subject to charges). Another written reminder is sent to the customer, informing the customer that service will be terminated if due payments are not made. Second information SMS is sent to the customer.

**Level 3:** Termination of the agreement without notice.

**Level 4:** Data are handed on to a collection agency.

The time frame of the various dunning steps is determined by TKS.

#### **4. Termination**

After the end of the minimum term of agreement, the customer may terminate the mobile communications service agreement concluded with TKS.

The termination goes into effect on the same day, provided customer leaves the customer's SIM card at a TKS Shop at the time of termination. Upon termination customer will receive a "preliminary final bill" (see TKS General Terms and Conditions, item 5) and may pay the due amount of the bill immediately at the TKS Shop.

If the customer does not return the customer's SIM card to TKS, a termination period of 5 days applies. In this case a "preliminary final bill" may also be generated. The 5 day termination period is included in the bill.

**Special Note:** If the amount of the itemized final bill exceeds the amount of the preliminary final bill by more than 50%, TKS is entitled to claim the outstanding charges.

#### **5. Preliminary Final Bill**

The preliminary final bill is automatically generated after the mobile communications service is terminated from the TKS IT system. The preliminary final bill is based on the data stored in the system and may be printed out and provided to the customer at any time.

The customer agrees to pay the preliminary final bill upon termination of the agreement. The customer is entitled to demand an itemized final bill, provided customer states a forwarding address upon termination to which the itemized final bill can be delivered. The itemized final bill is generated by the IT system based on the accounting data transmitted by T-Mobile (cooperation partner of TKS) and according to the predetermined dispatch group. The amount paid on the basis of the preliminary final bill is deducted from the amount calculated for the itemized final bill.

Differential amounts will be credited, respectively debited to the customer's account. Credits will be paid to the customer in cash at the TKS Shop, via bank transfer or collection-only check (in Euro).

##### **a. Calculation of the Preliminary Final Bill at the End of the Agreed Minimum Terms of Agreement (MTA)**

At the end of the minimum term of agreement the customer receives a bill according to customer's usage behaviour up to that time. The number of days between the last monthly bill and the termination date is also taken into account. The customer may accept this preliminary final bill and pay the due amount at once. In this case TKS waives all claims in connection with this agreement. The only exception is the situation described in item 4, "Special Note".

##### **b. Calculation of the Preliminary Final Bill Before the End of the Agreed Minimum Terms of Agreement (MTA)**

If the agreement is terminated within less than three months after the conclusion of the agreement, the preliminary final bill includes a flat rate of 50 € for the usage charges and a compensation calculation for the remaining term of agreement (monthly basic charge). If the agreement is terminated within a period longer than three months after the conclusion of the agreement, the preliminary final bill is generated according to the value calculation of the term of the agreement and the compensation for the remaining term of the agreement.

#### **6. Deblocking of Mobile Communications Lines**

After a mobile communications line has been blocked due to default in payment, the line shall be deblocked as soon as possible after payment was received. Deblocking will be performed and functionality will be restored at the latest on the next working day following receipt of payment by TKS.

#### **7. Service Numbers/ Contact Persons**

In case of questions in connection with mobile communications services, customers may contact the **TKS Hotline** by dialling the TKS service number **0631-3522-499** during TKS business hours. This service number is subject to charges.

TKSMobile! Customers receive 100 minutes per month for phone calls to the TKS Hotline. The 100 minute budget is prorated depending on start of contract and is calculated 100/30 minutes per day. Unused budget minutes expire at the end of the month and are not carried over to the following month. Exceeding the 100 minute budget will be charged at 0.07 EUR per minute. Outside TKS business hours customers may contact T-Mobile (e.g. in case of SIM card or cell phone loss) by dialling the service number 0180 330 2828.