

**TKS HELPFUL INFORMATION: T-MOBILE CONTRACT TERMS ABBREVIATED**

**1) Minimum contract duration time**

- a) A minimum contract term of 24 months applies to all T-Mobile contracts.
- b) The minimum duration requirements are also valid for the following cases:
  - Customer move.
  - Termination of contract by T-Mobile due to non-payment.
- c) With TDY assignments it is possible to place the contract on hold, there is a one time fee of € 17.80 per request. A T-Mobile service hold for up to 6 months duration is possible. During the hold period, it is not possible to make or receive calls, and there are no monthly charges. **NOTE:** A service hold in no way alters the original contract duration requirements; therefore a new contract end date is validated respective to the duration of the requested service hold.

**2) Contract Acceptability**

T-Mobile will only grant new customers one contract per person. After 6 months duration time T-Mobile will grant an additional contract in the same name, providing there has been no discrepancies in payment. With the activation of the contract, T-Mobile performs a credit check through the company called Schufa, and award contracts based on this firm's report of creditworthiness. T-Mobile & Schufa reserve the right to withhold the informational details in cases when a contract is denied.

**NOTE:** If the contract with T-Mobile is terminated due to non-payment T-Mobile reserves the right to provide this information to Investigation Company's (International).

**3) Contract Validity**

The contracted service(s) will be validated with the activation of the SIM card. Within a time frame of 14 days a revocation is possible but only if no phone call, SMS, MMS, etc. has been made over the SIM card.

**4) Internet / Email Usage**

If internet / e-mail service usage is needed it is recommended to choose a data option, data options are not automatically included in voice or data tariffs. Refer to the T-Mobile data options found in the service guide section at the TKS website.

**5) International Usage**

Roaming fees apply to incoming and outgoing calls, internet use, and e-mail push when located outside Germany. Before making or using international connections, internet, video phoning, and Blackberry refer to the separate cost information sheets that can be obtained from TKS ([www.tksable.com](http://www.tksable.com)).

**6) Voice mail / Call Forwarding**

Voice mail and call forwarding is not generally free-of-charge in Germany or in the networks of international roaming partners. Rates vary depending on the chosen T-Mobile plan and the country; refer to the rates for International roaming, a TKS representative can provide additional information.

**7) Service Numbers and Video Phoning**

Calls to service numbers and video phoning is not included in T-Mobile budgets and will be charged according to the plan's respective rate schedule. More information can be requested at your local TKS Shop.

**8) Transferring of a Phone Number to another Provider**

Transferring a mobile phone number to another provider (number portability) is generally possible. When cancelling, it is important to inform the current provider of your intentions to transfer the number to another provider. The current provider can give you information about the costs involved. When you have successfully cancelled it is mandatory that you provide your release paper for further processing to your new provider.

**9) T-Mobile Block**

T-Mobile reserves the right to block the account if a payment is made not on time, a charge of € 8.80 per block will be applied.

T-Mobile safety block: This block is a safety precaution thought to prevent the customer from coming in debt. The customer's account is monitored from T-Mobile and if in T-Mobile's opinion the account has reached a critical amount the account is blocked until the current amount is transferred to T-Mobile's account.

**10) Billing**

Monthly invoices are in German, T-Mobile does not provide English translations.

It is possible to request an itemized invoice, four different itemization types are available:

**Standard EVN** - Itemized listing of calls and internet use, listed by date and time (charge free).

**Standard Plus EVN** - Itemized listing of calls and internet use, plus SMS and MMS listed by date and time (charge free).

**Komfort EVN** - Itemized listing of calls and internet use listed by categories (€ 1.50 per month).

**Komfort Plus EVN** - Itemized listing of calls and internet usage plus SMS and MMS listed by categories (€ 1.50 per month).

T-Mobile withdrawals the invoiced amount within 5 business days of invoiced date from the customer's bank account.

**NOTE:** Manual bank and post office payments can take between 3 - 5 business days.

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All **billing issues** must be submitted in writing within 8-weeks directly to T-Mobile.

Contacting T-Mobile:

T-Mobile Deutschland GmbH  
Kundenservice  
Postfach 30 04 44, 53184 Bonn

All issues pertaining to T-Mobile must be directly addressed to T-Mobile either per mail, phone or fax:

Per mail: T-Mobile Deutschland GmbH  
Kundenservice  
Postfach 30 04 44, 53184 Bonn

Telephone number: Mobile quick dial: 2202 (cost free)  
From a fixed network: 0180 330 2202 (€ 0.09 per min.)

Fax number: From a fixed network 0180 533 0633 (€ 0.14 per min.)

**11) Bank Information**

- It is mandatory for some tariffs to provide the bank account information upon signup. Once a month, T-Mobile will automatically withdraw the current invoice from this bank account.
- In the case that there are not enough funds to cover the invoice at the time of the request, T-Mobile will only attempt to deduct the invoiced amount 2 more times. Any time a request for payment is unsuccessful, an additional surcharge of € 7.80 per occurrence would apply. After the 3rd attempt no further attempts made at which time the customer would have to tender payment at a bank or post office. Note: Most banks and post offices charge a transaction fee for manual payments.

To make payments at the bank or post office the following information is required on the transfer slip:

Pay to (Begünstigter):	T-Mobile International AG
Account Number (Konto-Nr.):	667302269
Routing Number (Bankleitzahl):	70020270
Name of Bank (Kreditinstitut):	HypoVereinsbank München
Reference (Verwendungszweck):	Customer account no. (Kundennummer) or cell phone no.

If the reestablishment of automatic bank withdrawal is desired, the customer must manually transfer payment on time to T-Mobile 3 months consecutively. Only then is it possible to reestablish automatic bank withdrawal.

**12) Cancellation conditions**

- a) The service contract may be terminated by both parties. The customer must submit a written cancellation request to T-Mobile no later than 3 months prior to the end of the contract term. If the contract is not terminated within the cancellation period, the contract will be extended for a period of 12 months, the same terms of cancellation apply to an extension.
- b) In cases of premature cancellation (prior to meeting the minimum duration of the contract term), the contract's remaining basic monthly fees will be charged.
- c) In case of a premature cancellation with valid military orders, no penalty for the contract's remaining basic monthly fees will be charged. (This only applies to customers that signed-up for T-Mobile service through TKS. Customer must provide a copy of the T-Mobile contract, original cash register receipt, and valid military orders.) Some hardware charges may apply, refer to point no. 14 "Hardware". NOTE: Cancellation with valid military orders can only be requested through TKS, visit your local shop for details.

**13) Up-/down grades**

Upgrade to a higher tariff: free of charge.

Downgrade to a lower tariff: € 25.00 fee per step to the next lower tariff.

Upgrade to a new mobile phone after the original contract has been fulfilled is possible.

**Note: When accepting a new phone the contract is automatically extended for another 24-month term!**

**14) Hardware**

By early cancellation with valid military orders, a copy of T-Mobile contract, and the original cash register receipt, the customers may either:

- a) **Return** the device provided all return criteria is met:
  - Device must be in resalable "like new" condition.
  - All of the manufacturer's package contents must be intact: original box, manuals, charger, accessories, other, etc.
 The customer does **not** have to pay any further compensation for the device when returned.

**NOTE:** Within the first 120 days of the contract, returning the device is not possible!

- b) **Purchase** the device at a discounted price; the price is dependant on how long the contract was held prior to cancellation, a TKS sales representative will be able to provide more information.

**NOTE:** In cases of premature cancellation with valid military orders within the initial 120 days, the amount of € 180.00 must be paid in full at time of the cancellation for the remaining subsidization of the mobile phone.

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**15) Warranty**

Mobile phone devices purchased through TKS have a warranty period of 2 years from the date of purchase per the original TKS cash register receipt.

Accessories (e.g. batteries, chargers) have special warranty terms and conditions.

The warranty will not be honored without the original TKS cash register receipt. (A non-warranty repair may be requested at the customer's expense if no receipt is provided.)

TKS does not handle the repair of phones bought from other retailers.

Most mobiles are covered by what is known as a "limited warranty against manufacturer defects in materials and workmanship." A copy of the warranty is enclosed in the mobile phone's original packaging.

Certain types of repairs are not covered under warranty, such as:

- Damage caused by water or condensation.
- Shattered screens.
- Abuse, mishandling or use not specified by the manufacturer.

**NON-WARRANTY:** If a mobile phone is deemed by the manufacturer "not under warranty" or if the customer does not have a register receipt and would like a repair estimate, the following regulations/options apply:

1. Phone outside of warranty: € 10.00 fee to return phone to customer (no repair / no estimate).
2. Requesting an estimate: A written repair estimate can be obtained at a cost of €25.00 (standard) to €45.00. The standard fee must be paid in advance, in case that the repair is declined by the customer, phone will be returned unrepared. Estimate charges will not be reimbursed.
- If customer accepts the written estimate: The estimate fee is waived, customer only pays for the repair.
3. If the phone is not request back or repaired it will be recycled (discarded) free of charge.