Internet, Telephone, and TV Services
General Terms and Conditions

TKS Telepost Kabel-Service Kaiserslautern GmbH, Altes Forsthaus 2, 67661 Kaiserslautern (Amtsgericht Kaiserslautern HRB 32573), Germany (hereinafter referred to as "TKS") provides the customer ("customer") with:

- Internet access based on a DSL connection or as the case may be on the basis of a basic cable connection from TKS and/or Vodafone Kabel Deutschland. The decision if an internet access via a DSL connection or via a basic cable connection is made available, depends on the TKS service offered and the technical conditions at the customer's location (building) for which access is requested.
- TKS provides the possibility of telephone access over the internet, including the myTKS App.
- TKS provides the possibility of TV service.
  - The channel lineup varies from chosen service and packages.
  - Due to licensing reasons, contracts can only be concluded with customers that are US military or their civilian followers, or persons who have the same legal standing. The utilization of the TV service is authorized internationally; with one exception: it is prohibited to use the TKS TV service within the USA.

These General Terms and Conditions also apply if TKS provides its services on behalf of the Army & Air Force Exchange Service ("The Exchange"), Dallas, Texas 75201, United States, phone +1-214-312-3300, www.shopmyexchange.com/. In this case, the customer of The Exchange confirms his/her knowledge of The Exchange's Terms and Conditions for this contract, available at: www.shopmyexchange.com/customer-service/terms-and-conditions, that will be part of the customer's contract with The Exchange. In addition to this complete version of the TKS General Terms & Conditions, the customer of the Exchange hereby accepts the TKS service specifications, and the applicable TKS price list that can be found at: www.tkscable.com. In case of any conflict between The Exchange's Terms and Conditions and the TKS General Terms and Conditions, the TKS service specifications or the TKS price list, the TKS General Terms and Conditions, the TKS service specifications and the TKS price list shall prevail. For the avoidance of doubt, the term "TKS" in these General Terms and Conditions means for these costumers "TKS on behalf of the Exchange."
These General Terms and Conditions, the TKS price lists, the TKS service specification, general terms and conditions of Deutsche Telekom AG form integral parts of the contract. Telecommunications law (in particular the German Telecommunications Act TKG), always applies, even if the General Terms and Conditions do not explicitly refer to it, and even if it is not mentioned explicitly.

Data Privacy Notice (GDPR)

TKS protects your personal data according to the EU's General Data Protection Directive ("GDPR") and its German implementation laws and regulations. The GDPR provides you, the data subject, with certain data protection rights, such data access, a right to have data be rectified, a right to processing restrictions, data erasure, data portability, etc. In particular, TKS will only process your personal data for promotional purposes for related products and services of TKS with the possibility for you to opt-out at any time. The TKS Privacy Policy and the TKS Privacy Statement are both available at www.tkscable.com/privacy. Please do not hesitate to contact us if you have privacy-related questions.

1. Service Types

- Bundles (Internet, Phone, & TV)
- Internet & Phone
- Internet & TV
- Internet
- TV
- Prepaid Passes (only via TKS web portal)
  - Day – 24 hours service (Internet & TV)
  - Week – 7 days of service (Internet & TV)
  - Month – 30 days of service (Internet & TV)

2. Prerequisites for utilizing the services.

2.1. TKS accepts only natural adult persons as customers.

2.2. TKS Bundle, Internet & Phone services can only be deployed or used if customer's premises have a telephone outlet such as a multimedia outlet or a comparable access to TKS- and/or the Vodafone Kabel Deutschland cable network, and TKS finds after a technical examination that a DSL connection and/or a basic cable connection with a sufficient bandwidth can be installed.

2.3. For the reception of TV is an Internet connection required, that provides next to other technical requirements also an adequate bandwidth. If the bandwidth is too small or if it has to be shared with other applications, the TV streaming might be interrupted. The Internet access is not part of a stand only TV contract.

2.4. For the reception of a prepaid pass service an access to a TKS supported hardware is required.

3. Subject Matter of the Contract

The subject matter of the contract is specified in these General Terms and Conditions as well as in the regulations set out in the TKS service specifications and price lists, which regulate the provision of the TKS products in connection with an Internet access of TKS.

The TKS package contents are intended for private use only and must not be used for any commercial purpose or rebroadcast to the public. (Exception: TKS has concluded a contract with the respective operator and explicitly approves such usage).

4. Entering into a Contract Agreement

The customer makes the contract request by signing the applicable order form, ordering the service via telephone or over the TKS web portal. The contract is only concluded once TKS accepts or confirms the order, or at the latest after the service has been provided.

5. VAT exemption

TKS will provide VAT relief on behalf of The Exchange to the extent that the customer is a US Department of Defense ID cardholder who qualifies for a foreign tax exemption under NATO Status of Forces Agreement (SOFA). Customers with this status are only US military, US civilian employees, and dependents living in Germany on orders. If the customer does not have SOFA status, the service cannot be offered or will be canceled in case of loss of SOFA status. Third party services are not VAT-exempt. Their VAT charges will be fully passed on to the customer. If you have any VAT-related questions, please visit your local TKS shop, contact the TKS hotline or visit the TKS website at www.tkscable.com/service/vat-relief/.

6. Service specifications on the performance by TKS

TKS provides the following services for their packaged and stand only products:

6.1. Internet access

TKS provides access to the internet via customer's DSL connection or the basic cable connection according to the customer's request in connection therewith, its service specifications, price list, and the General Terms and Conditions. TKS determines the connection type based on the technical capability at the requested location and the requested contract.

6.2. Access to the TKS Telephone Service.

6.2.1. With a chosen TKS service, that contains phone service, the customer receives the telephone connection provided from TKS. The details of the telephone access services are covered by the "Service Specifications" that also provides the contractual partners or contractors that TKS may involve for the performance of the service.

6.2.2. Connection of telephone equipment is provided as follows:

6.2.2.1. DSL access – For the connection of telephone equipment to the DSL access, it is required to have an IAD (Integrated Access Device).

6.2.2.2. Basic cable access:

- Off-Base Basic cable access – For the connection of telephone equipment to the off-base cable access, it is required to have an IAD (Integrated Access Device). It is also required to have an MTA (Multimedia Terminal Adapter). The MTA is provided by installation of the access and always remains property of TKS.

- On-Base Basic cable access – For the connection of telephone equipment to the on-base cable access, there is no IAD required. There is a Homespot modem pre-installed at all on-base locations and thus an MTA is not required. The Homespot Modem is and remains the property of TKS and the customer is held liable for removal of it, or any damage inflicted on it.

- In some cases, on a cable access an MTA may be used as a Network access determination and an IAD may be connected to the MTA. If in this case, a customer receives MTA for a preliminary time, the customer may use the MTA for free. The usage of service is only allowed with a certified device.

6.2.3. TV

With a chosen TKS service that contains TV service, the customer receives a service that provides the capability to receive TV via one streaming device per APP.
With some service packages is an option included that enables simultaneously streaming (refer to "Internet Telephone TV Specifications").

6.3. Terminal equipment

6.3.1. In a Location outside of Germany reception equipment must be purchased.

6.3.1.1. If the customer purchases terminal equipment via TKS, this terminal equipment will remain TKS property until it is completely paid. In the event of product deficiencies TKS has the right to cure the deficiency by a supplementary performance chosen by customer if this type of supplementary performance (depending on the remedy chosen by the customer), unless this type of supplementary performance can only be provided at excessively high costs and if the supplementary performance does not result in major disadvantages for customer. In the event of a product deficiency, TKS has the right to provide the customer with a replacement product serviced by manufacturer that can be classified as good as new. The decisive factor for this determination is that the equipment is fully operational.

6.3.2. In Location Germany it is not possible to purchase from TKS reception equipment. In location Germany the customer is offered a rental process.

6.3.2.1. If customer decides to rent reception equipment after having chosen a product, the reception equipment remains property of TKS. Customer is obliged to treat such equipment, packaging, all provided accessories with reasonable care. After the termination of the contract, the customer will be obliged to return the equipment, the original packaging and all accessories that were supplied with the equipment to TKS at customer's own costs and risk, promptly and in a state and condition that enables TKS to rent out the equipment again with its original packaging and with all accessories. All not returned and / or damaged items will be charged according to the current price list. TKS will only be liable for defects of the reception equipment that may occur during the rental period that are not a result of improper treatment. Any replacement of damaged or destroyed equipment during the usage of TKS service may take place at customer's request and – provided that TKS is not responsible for the damage or destruction – at customer's expense.

In the case that customer does not return the rented terminal equipment to TKS together with his / her notice of termination, the customer will be held liable to pay the current fair value amount as a deposit. After the contract ends, the customer has up to 6 weeks to return the device and be reimbursed the deposit, provided the leased equipment is in the return condition required by TKS (no technical or visible defects). If the terminal equipment is not returned within 6 weeks, the customer will no longer be reimbursed the deposit.

6.3.2.2. In cases where the rented equipment is stolen or lost, the customer will be held fully liable for any missing equipment. In these cases, TKS is entitled to charge the actual manufacturer suggested retail price (MSRP) for stolen or lost equipment.

6.3.2.3. Rental equipment may vary in price according to model and technical availability.

6.3.2.4. As far as TKS-owned cable accesses for the reception of TV are concerned, TKS only assumes warranty for proper operational state of reception and additional equipment offered and marketed by TKS. Fault clearing of problems and impairments caused by the utilization of hardware not sold by TKS will be subject to charges for customers.

6.3.2.5. If customer receives free reception equipment together with the chosen product, and this equipment is provided on a permanent basis (gift), the reception equipment becomes customer's property as soon as it is handed over to customer. Customer has no right to demand particular or new equipment, or equipment with particular features; customer is only entitled to receive operational equipment. In case of liability for defects TKS will provide replacement, equipment which does not have to be as good as new.

6.3.2.6. If within the framework of the product chosen by customer TKS supplies customer with free reception equipment during the contract term (loan), reception equipment remains property of TKS. The same conditions as described above apply to the return of the loaned devices. Any replacement of damaged or destroyed equipment during the usage of service may take place at customer's request and – provided that TKS cannot be held responsible for the damage or destruction – at customer's expense.

Within the framework of measures providing fault clearing of TKS services at customer's request, TKS has the right to download and change configuration data and operating software in order to restore the customer's service. This also applies to reception equipment provided according to the above purchase conditions. Customer's configuration data are only

processed to the extent necessary to restore the original configuration.

6.3.3. Changes made to the existing connection (e.g.: move, reconnection, etc.) may require the use of a different leasing model which may trigger a higher leasing price.

6.3.4. Whenever the customer makes technical changes to the terminal equipment or modifies it or installs software that TKS has not (pre-)approved, the customer (and not TKS) will be fully liable, to the full extent provided by applicable law, for the consequences of his / her action.

6.4. Bandwidth

TKS has no influence on the provided bandwidth of the DSL or basic cable access. A limitation of service proposal can be the result in areas with low bandwidth. The transmission rates listed in the service description represent the upper limit and cannot be guaranteed.
The actually attainable speed depends, apart from the technical conditions at the location, also on the network utilization of the internet backbone.
The transmission speed only refers to the direct Internet access. Transmission speed can be affected with simultaneous usage of the telephone service and internet access.
Bottlenecks within the Internet itself, which may lead to reduced transmission speeds, cannot be influenced by TKS.

7. TKS special offers

TKS reserves the right to offer special reductions, sneak previews of upcoming new modular program packages, or higher connection speeds, or free monthly service for their products and services.
The products and services will be charged at standard prices after the expiration of the special offer duration. In both cases it is the customer's responsibility to cancel the service within 6 (six) working days prior to the end of the term of the special offer. If the customer fails to do so, the service will automatically continue, and the standard price will be charged.

7.1. Speed upgrade specials that are only valid as a bundle service will result in cancellation of one of the combined services or in cancellation of the complete service:

- **on-base location** – The speed will be reduced to the standard rate resp. completely cancelled.
- **off-base location** – The speed will be kept but charged according to the speed upgrade price list (All rebates will be deleted).

Any change to a lower bandwidth as a downgrade is not possible. Change to a lower bandwidth can only be processed by cancelling the present service (normal cancellation process applies) and reapplying for the new service (activation fee and interruption in service applies).

7.2. If TKS offers services or bundles free of an activation fee, each service must be kept for 3 months. If any of these services are terminated before the 3–month period, the customer must reimburse TKS the full amount of the activation fees.

7.3. If TKS offers a special TV offer (Trial Month), the customer can choose to participate in the TKS´s special offer (Trial Month). The special offer (Trial Month) permits one-month free TV service in the TV service package chosen from the customer.

After the expiration of the special offer duration the service will be charged at standard price. If the service is no longer desired, it is the customer's responsibility to cancel 5 business days prior to the end of the special offer duration. If the customer neglects to do so, the service will be continued, and the standard price will be charged. Cancellation request must be sent in writing to TKS customer service center, via mail, e-mail, or fax. The cancellation request must be signed and dated and goes into effect after the one-month trial service has been completed. It is also possible to change the TV plan to a different one, but it is only one time possible to receive the special offer (Trial Month). When the customer has one time participated on the special offer (Trial Month) the customer is no longer eligible for this offer.

8. Availability

8.1. The average annual availability of the services provided by TKS is at least 97%. TKS is not obliged to provide any availability beyond this figure. TKS is entitled to interrupt the service temporarily, limit its duration or discontinue service partially or on the whole,

- if this is necessary for reasons of public security,
- legal obligations or requirements,
- for reasons of network security operation,
- for ensuring network integrity,
- for reasons of data security, or
- for the implementation of works and maintenance necessary for operational or technical reasons.

Furthermore, TKS reminds the customer that the provision of services may depend on the utilization of third-party transmission paths and technical equipment. TKS does not assume any warranty, neither directly or indirectly, for service impairments, damages or network downtime, speed or bandwidth degradation caused by third party transmission paths and equipment.

8.2. TKS provides a monthly invoice that is itemized. For the flat rate specifications, no itemized billing information or breakdown will be provided. Unless otherwise agreed by TKS, the invoice is delivered via e-mail. Upon a customer's specific request, an invoice in paper form may be provided for a surcharge.

8.3. Online billing is also possible. When online billing is selected, the customer is required to monitor his/her account at least once a month. When TKS generates an invoice at the online portal, the bill is considered delivered. Upon a customer's specific request, an invoice in paper form may be provided for a surcharge.

9. Protection of Minors and Sweepstakes

9.1. Protection of Minors

TKS enters contracts only with adults. Therefore, regulations for programs which may only be made available to adults (adult offers, § 4 section 2 State Treaty for the Protection of Minors in the Media, JMStV) do not apply.

9.1.1. TKS grants access to adult content only to natural persons, whose legal age has been verified via personal identification. To verify legal age, customers have to provide an official ID, when signing the contract at the TKSShop.

9.1.2. Customer is obliged to use a PIN or other effective measure to make sure, that children and teenagers of the relevant age group, living in customer's household, or children and teenagers having access to the service, must not use development-impairing program offers, which are marked respectively on the user interface. This applies in particular in respect of the (six hours) time shift in the broadcasting of US programs in Germany, which are not suitable for children and teenagers and therefore broadcasted in the USA at a time, children and teenagers usually do not have access to such TV program offers.

9.2. Sweepstakes

The 6-hour time difference in broadcasting of US programs in Germany may cause problems in connection with sweepstake/ lottery programs, which require feedback within a certain time. TKS cannot be held liable for the resulting loss of winnings or prizes.

10. Customer's obligations and responsibilities

10.1. The customer has the following responsibilities:

10.1.1. The agreed prices according to the price list are due and payable immediately after the invoice is generated and must be paid promptly. If the customer has chosen a prepaid service, the amount will be deducted from accepted payment method immediately. Any costs for bounced checks, returned direct-debit orders, or returned credit card direct debit orders are borne by the customer to the extent that customer is responsible for the event that caused the costs.

According to the price list, TKS will charge a late fee for payments received lately.

10.1.2. For the use of TKS TV services, the customer requires a stable internet connection with sufficient bandwidth and without data limitations. This contract does not include Internet usage. To avoid high costs with the use of the TV service, we recommend that you check before signing the contract if the contract with the Internet service provider includes unlimited data usage or make a changeover to an internet provider that offers unlimited service. Costs incurred for Internet use are fully liable by the customer.

10.1.3. TKS must be notified immediately in writing of any change of personal contract data (e.g.: names, address, bank connection, email address).

10.1.4. The customer must grant the TKS service member in person or the contractor authorized by TKS unfettered, timely and full access to the customer's premises and buildings to the extent that this is necessary for the implementation of tests, respectively any installation and maintenance works, at their own cost.

10.1.5. TKS or the contractors that are authorized by TKS have the exclusive right to perform maintenance and modification works at customer's access.

10.1.6. Customer must allow TKS to automatically perform software modifications (e.g.: firmware updates) of the Set Top Box or mobile apps and PC clients used by customer.

10.1.7. All telephone network components must not be used in an excessive way that may result in an overload of the access. This applies especially to free calls within the TKS network and to countries with contractually agreed upon a flat rate included service. Permanent connections are not allowed, and after 4 hours of continuous use they will be automatically disconnected. The flat rate offer is addressed to customers with private usage profile. The flat rate is not valid for premium rate services, personal numbers, value-added service, service numbers, shared cost numbers, premium billing numbers, maritime services, satellite connections, telecommunication services, and not for providers of mass communication services, in particular providers for telefax mass distribution service, call centers and telephone marketing services of any kind. Furthermore, the flat rate does not apply for the permanent networking or connection of locations or telecommunications installations owned by the customer.

10.1.8. Electric energy for installation, operation, and maintenance and, if necessary, the required potential equalization and connected grounding must be provided by the customer and solely at customer's expense.

10.1.9. The customer agrees to protect Internet access as well as other services provided via basic cable connection from unauthorized third-party access, e.g.: by using a computer password.

10.1.10. The customer agrees to keep his/her password(s) secret and to change them immediately if customer suspects that unauthorized third parties have gained knowledge of such password(s).

10.1.11. The customer must take all reasonable safety measures, to exclude an unauthorized third- party usage of the terminal equipment (for example, third-party usage of wireless routers).

10.1.12. The customers must ensure via the installation of appropriate software on their device that there is always an updated protection against viruses, worms, or Trojan horses. They must also prevent access by third parties via the Internet on data stored in the terminals by using a firewall or similar measures.

10.1.13. TKS and its agents shall be indemnified against all claims by third parties that are based on the illegal usage of the provided services by customer or with customer's consent or which arise, in particular from litigation involving data protection, copyright or other laws in connection with the provided services. If customer realizes or becomes aware of the fact that there is an imminent risk of such violation, customer must immediately inform TKS. Furthermore, the customer agrees not to use the Internet access to operate a server.

10.1.14. The customer also agrees not to interfere with, modify or damage the TKS network or other networks.

10.1.15. The customer agrees not to abuse TKS services and, as far as utilization of TKS services is concerned, will always comply with general laws, especially criminal laws and trade practice rules. The customer also explicitly agrees to comply with any third-party rights, notably copyright laws, license rights, rights of use etc. All customers must always ensure that contents posted via customer's Internet access or otherwise made available does not infringe upon third party rights and is not subject to penalties or sanctions by law, is not morally offensive or in any other way illegal. The customer is and/or can be held responsible for any and all contents he/she transmits via the Internet access or otherwise transmitted contents (e.g.: e-mail, newsgroups, chat services etc.).

10.1.16. The customer agrees not to use the services agreed upon with TKS for business purposes or to make these services available to third parties in the customer's own name and at customer's expense.

10.1.17. The customer commits himself/herself to pay for all charges that have accrued by authorized or unauthorized utilization of the service by third parties unless the utilization is verifiably outside of the customer's responsibility.

10.1.18. The customer agrees to deny persons under 18 years access to offers that are liable to have an undesirable influence on young people's moral development.

10.1.19. The provided access must not be abused e.g.: by making threatening or nuisance calls. Furthermore, it is not allowed to communicate information with illegal or morally offending contents to other callers or to inform others about such contents. This includes (but is not limited to) the following information:

- all information with the purpose of incitement to violence against people,
- instructions how to commit criminal acts,
- information that glorifies or minimizes violence.
- information that is sexually offensive in the sense of Sections 130, 130a and 131 StGB (German Criminal Code),
- pornographic content in the sense of Section 184 StGB,
- any content that may be morally harmful or damaging to children and teenagers, or
- any content that might harm the reputation of TKS or of the Exchange.

10.2. The customer also commits himself/herself to refrain from the following:

10.2.1. Dispatch and distribution of unwanted advertising e-mails, junk e-mails, other unwanted messages, so-called mail

bombs etc. to individual persons, distribution lists or several news groups (Spamming).

10.2.2. Distribution of viruses, worms, Trojan horses etc.

10.2.3. Personal access data (e.g.: APP username & Password) must not be passed on to third parties and have to be kept at a safe place, where they are inaccessible to third parties. For safety reasons they should be changed when they are first used as well as in regular time intervals thereafter. If customer has reason to believe, that unauthorized persons have obtained knowledge of the access data, they shall modify them immediately. Access data may only be stored on electronic storage media (e.g.: PC, USB-Stick and CD-ROM) in encrypted form.

10.2.4. In case of substantial breaches of the customer's obligations as well as in the event of well-founded suspicions for customer's breach of contractual duties according to the above-mentioned security measurements, TKS has the right to block the respective services at customer's expense. In this case customer remains obliged to pay the monthly fee.

10.2.5. Faking of sender information or other header information.

10.2.6. The contents provided by TKS, or parts thereof may not be edited, copied or disseminated, shown in public or used for advertising purposes or be employed in any form or for a purpose outside that which has been contractually agreed, unless TKS has given its express prior written consent.

10.2.7. Collecting information on persons and their e-mail addresses without owners' consent.

10.2.8. Access to a sampling of an operating system and/or network (Scanning) and unauthorized monitoring of data traffic flows without owner's consent.

10.2.9. Utilization of external mail servers (relay) for the dispatch of messages without owner's consent.

10.2.10. Making equipment provided by TKS available to unauthorized third parties outside customer's own premises or other contractually agreed premises.

10.2.11. Customer is not permitted to make the leased telecommunications terminal equipment available to, or sublease it to, third parties for their exclusive use without the prior consent of TKS.

10.2.12. To enable juvenile access to youth-endangering offers.

11. Liability of TKS

11.1. The liability of TKS as a provider of telecommunications services for the public for financial losses to an end user that are not caused intentionally is limited to a maximum of € 12,500 per end user and damage event. If a damage-causing event afflicts damage to several end users and this event does not occur due to intent, the liability for damages shall be limited to a maximum of € 10 million, notwithstanding the limitation in sentence 1. If the compensation that is paid to several injured parties for the same event exceeds the maximum limit, the compensation shall be reduced in the proportion in which the sum of all compensation claims exceeds the maximum limit. The limitation of liability in accordance with the sentences 1 to 3 of this clause shall not apply to claims for a compensation for damage caused by a default in payment of damages.

11.2. TKS shall be subject to unlimited liability for damages based on fault that have caused injury to life, body or health. For property damage and for financial loss outside the scope of application of Section 11.1 above, TKS shall be liable without limitation in the event of intent and gross negligence. Otherwise, TKS shall only be liable in the event of culpable breach of essential contractual obligations, whereby the liability shall be limited to the compensation of the foreseeable damage that is typical for the contract. An "essential obligation" is one whose fulfilment renders the proper execution of the contract possible; whose breach endangers the achievement of the purpose of the contract, and on which the customer may regularly rely that it will be observed.

11.3. TKS shall be liable for the loss of data in the event of simple negligence under the conditions and to the extent set forth in Section 11.2, only to the extent that the customer has backed-up his/her data with regard to the application in question at appropriate intervals and in an appropriate manner, so that the data can be recovered with reasonable efforts.

11.4. Any liability under the Product Liability Act remains unaffected as well as any liability for fraudulently concealed defects or liability within the scope of an assumed warranty.

12. Assistance in Case of Disturbances

12.1. The TKS hotline is available for customers every day to report disturbances

12.2. If maintenance work is necessary which can cause interference or interruptions, such work will be performed - they will be performed – if possible - during off peak times where there is little traffic.

12.3. In the event that customer is responsible for the reported problem, e.g.: if equipment has been operated incorrectly or installed incorrectly, TKS is entitled to charge the customer an extra fee for the expenses incurred to TKS in a separate invoice.

13. Payment Conditions by TKS

13.1. Upon conclusion of contract TKS has the right to require a security payment. This security payment will be reckoned against the customer's final bill after termination of the contract.

13.2. Unless otherwise agreed by TKS, the invoice is delivered via e-mail to the customers specified e-mail address. The customer is obligated to regularly retrieve the invoice data. Only when explicitly requested can the customer receive a paper invoice delivered for a small additional surcharge. The applicable additional surcharge for the paper invoice can be found on the price list.

13.3. The monthly charges start with the operational access and are prorated based on the remaining monthly time frame. Thereafter, monthly charges must be paid one month ahead of time. If the price is to be calculated for parts of a calendar month, the exact number of days for which the service is used will be calculated.

13.4. Other charges, especially connection charges, are to be paid after supply of service.

13.5. Payment for a prepaid passes starts immediately by acceptance of the contractual agreement. When the payment is received, the service will begin for the chosen time frame.

13.6. Payment to TKS can be made via direct debit, bank transfer, credit card direct debiting, online payment, or in all TKS shops via cash or credit card. If the customer has chosen as payment for TKS invoice an automatic bank withdrawal, the payable invoice amount will be deducted from the provided account. The automatic withdrawal takes place earliest 10 days after the issued invoice. If the customer has an online payment account, the invoice shall be considered received when it is in the customer's account available. Costs for returned direct-debit orders or credit card debiting must be paid by the customer to the extent that customer can be made responsible for the event that caused the costs. If customer has an online payment account, the bill shall be deemed to have been received as soon as it is available on the customer's account.

13.7. Payment of charges for online contract conclusions can only be made via credit card direct debit. Monthly recurring

fees will be deducted according to the billing cycle from the customers provided credit card.

13.8. Customer shall be entitled to offset amounts only if the counterclaim is undisputed or has been established as legally binding. Customer shall be entitled to enforce the right of detention only if it is based on counterclaims arising from the same contractual relationship.

13.9. TKS is entitled to monitor the accruing connection charges on a permanent basis. If a certain threshold value has been reached, customer may either be notified, or access may be disconnected. This is a protective measure for both customer and TKS. Detailed information can be found in the service specification description.

14. Complaints

Complaints against the amount of connection charges or other utilization prices must be made in writing immediately after receipt of bill. Complaints to TKS must be received by TKS within six weeks after invoice date. If complaints are not made in time, the bill is deemed accepted by the customer. The customer's legal claims over complaints remain unaffected after the deadline.

15. Changes of the general terms and conditions, service specification and price list

15.1. The general terms and conditions can be changed, as long as the substantial stipulations are not affected, the adjustment is necessary for the development for the contractual relationship, was not predictable when the contract had been agreed, and without the change the balance of the contractual relationship will be significantly changed. Substantial stipulations are in particular not affected by any change of underlying wholesale products that have no effect on the performance of the services or prices of TKS, or any changes that simplify complexity of the contractual agreement, including but not limited to the termination rules. Furthermore, TKS can make adjustments or additions to these General Terms and Conditions at any time if TKS deems these changes necessary to fill regulatory gaps that have developed or occurred after the contractual agreement was concluded. TKS can also use its judgement and make any modifications in view of any new binding court ruling having an impact on one or more clauses of these General Terms and Conditions that TKS deems necessary for compliance purposes.

15.2. The service specification can be changed, if necessary, for a valid reason and the customer thereby does not have an objective disadvantage, compared to the contractual agreement. This includes any service specification (e.g.: retention or improvement of functionalities) that does not clearly differ. A valid reason for a modification exists when technical innovations for the owed specifications become available for TKS on the market or when a third party, from whom the TKS obtains necessary intermediate input to render their service, changes their range of service.

15.3. The agreed upon prices can be increased to reflect TKS's increased costs. This may be e.g.: in case when a third party that TKS elects as a contractor for owed and necessary services under this contract, raises the price or fees. Furthermore, TKS is entitled to price increases to the extent caused by an increase of the value added tax or by mandatory fees and taxes imposed by the German Federal Network Agency or otherwise due to a modification or revision of applicable regulations.

In the case of paragraph 15.1 to 15.3 above, TKS will communicate the intended changes of the general terms and conditions and/or the service specifications as well as price increases caused by an increase of the value added tax to the customer fully in advance and in written form before they are going into effect. Once that such communication will be received, each affected customer has the extraordinary right of termination. If the customer does not terminate the contract in writing within six weeks after such receipt, the modification will automatically go into effect and become part of the existing contract. The customer will be made aware in the notification of change of the consequences of such extraordinary termination.

16. Late Payment

16.1. If the customer falls into default with his/her payments, TKS may block customer's access according to Section 45k German Telecommunications Act (TKG) at customer's expense. In this case, the customer's obligation to pay monthly charges remains unaffected.

16.2. If customer is in default.

a) With the payments or a substantial part of the payments for two consecutive months or
b) When the failure of payment or default of a customer reaches an amount of a monthly payment of two months during a time period of more than two months,
TKS has the right to terminate the contract immediately.

16.3. In any event, TKS' right to make further claims due to default of payment remains unaffected.

16.4. If TKS is in default with the services it owes to the customer, any potential liability is exclusively governed by the provisions of the Telecommunications Customer Protection Regulation under the TKG. The customer has the right to terminate the contract only if TKS does not comply with a minimum grace period of two weeks triggered by the customer's written notice to TKS.

16.5. Online Services with recurring fees:

16.5.1. At the beginning of the next billing cycle if the credit card debiting was not successful an immediate block of performance will take place. Two further attempts will be made within interval of two days to deduct the amount from the credit card information that was provided by the customer. As soon as one of the deduction attempts is successful, the access will be unblocked. Should neither of the deductions attempts successfully be concluded, the customer has the opportunity up to 14 days to clear all outstanding amounts and have their service reactivated. If the overdue amount is not fully paid within 14 days, TKS will terminate the contractual relationship. In this case the customer remains obliged to pay the outstanding amount.

16.5.2. Customer shall be entitled to offset amounts only if the counterclaim is undisputed or has been established as legally binding. Customer shall be entitled to enforce the right of detention only if it is based on counterclaims arising from the same contractual relationship.

16.5.3. TKS reserves the right to assert any other claims arising from a default in payment.

17. Termination

17.1. The termination conditions depend on the connection type:

17.1.1. **Bundle & BOSS**

TKS Bundle and BOSS contracts can only be terminated completely; there is no possibility to cancel individual components (e.g.: TV) separately. Exception easyConnect Bundle Start contracts.

17.1.2. **Basic cable connection**

The customer may submit a written cancellation request at any time with the termination becoming effective at the end of the month. Any cancellation of a request for a TKS service can be submitted to TKS free of charge after the signing of the agreement for the service but must be received by TKS no later than three working days before the announced activation date. If a

customer cancels the order later than three working days before the announced activation date, TKS will charge the customer a 50.00 € termination fee.

17.1.3. **DSL connection**

The cancellation request must be submitted in writing by the contract holder at least one month prior to the cancellation date with the termination becoming effective at the end of the following month. Any cancellation of a request for a TKS service can be submitted to TKS free of charge after the signing the agreement for the service but must be received by TKS no later than eight working days before the announced activation date. If a customer cancels the order later than eight working days before the announced activation date, TKS will charge the customer a 90.00 € termination fee.

17.1.4. **TV**

The contract term shall begin on the day when operational provision of TKS TV takes place; the earliest termination date is at the end of one month. Either party may terminate the contract in writing on any day with the termination becoming effective at the end of the month. These regulations also apply for any additional options.

17.1.5. **Prepaid Passes**

When the payment is received the service will begin for the chosen time frame and will be automatically terminated when the chosen period has ended.

When wished a new prepaid pass can be ordered immediately after the termination has been processed.

17.2. In the event that customer terminates the contract before the operational provision of the access or provision of additional services have taken place or before contractually agreed modifications have been performed, customer has to reimburse TKS for modifications that have already been carried out. However, such reimbursement shall not exceed the agreed amount for the provision or modification.

17.3. If the contract is not terminated, the contract term will be extended indefinitely.

17.4. Contractual relationships concerning the provision of additional services may be terminated by either party in writing on any day, becoming effective to the end of the month. Saturday is not considered a workday.

Termination of the contract concerning the provision of standard services has the effect that contractual relationships on additional services will also end.

17.5. The contractual parties' right to terminate the contract without notice for cause remains unaffected. For TKS termination for cause is especially justified in cases where customer commits a serious breach of customer's contractual duties. Furthermore, contract partners have the right to terminate the contract without notice if, for reasons that neither TKS nor customer can be held responsible for, services can no longer be provided due to problems with the terminating line. In this case the relevant legal provisions shall govern the additional enforcement of claims for damages.

17.6. In the event that TKS realizes during operational provision that customer's terminating line is not suitable for the provision of a TV access, TKS will immediately inform customer of this fact. In this case both contract partners have the right to withdraw from the contract. Charges that may already have been paid by customer shall be reimbursed immediately.

17.7. By terminating the contract on standard services, the contract for additional services will also be terminated automatically.

17.8. In case that TKS terminates the contractual relationship because of outstanding payments the access may be reactivated within a dedicated time frame that depends on the used customer care and billing system. Prerequisite for the reconnection of the access is the complete payment of all owned amounts that must include any additional fees TKS may charge in these cases for a reconnection. TKS is entitled to collect a security deposit in cases of such reactivation. The security deposit amount is determined by the default amount that resulted in termination. After the debt collection is transferred to a collection agency, is a reactivation will no longer be accepted.

17.9. TKS reserves the right to charge customers a processing fee at contract termination.

17.10. Irrespective whether the termination of contract being requested or executed by the customer or by TKS, TKS is always entitled to deduct from the available credit card or bank information all outstanding invoice amounts, processing fees, fee for all non-returned lent hardware, non-returned hardware packaging, and non-returned hardware accessories via credit card or bank debiting.

18. Final invoice

18.1. Payment Upon Cancellation (PUC)

If a customer terminates to the same day or to a date that can be up to five days in advance, an immediate PUC will be provided. The amount of this invoice is based on the average amounts of the invoices during the contract term providing an itemized invoice is not possible with this type of invoice (PUC). If the customer accepts and pays the PUC as the finial invoice then principally all demands from the TKS are fulfilled, unless afterwards it turns out that the actual invoice amount is considerably higher as the calculated average amount (PUC) of the past time frame. In these cases, TKS and the Exchange reserve the right to hold the customer liable to pay the difference between the PUC and the actual invoice.

18.2. Detailed final invoice

If the customer does not accept and pay the PUC, he / she will receive a detailed itemized final invoice with the next billing cycle. Depending on the date of the termination request and the date when the last phone calls have been made, TKS may need up to two additional billing cycles to show all outstanding charges. TKS can only process a request for a detailed final invoice when the customer provides TKS with a forwarding address for the invoice as well as a request for automatic withdrawal from bank account or credit card for the invoice amount.

19. Move/Relocation

The customer is obligated to inform TKS two weeks in advance, about any upcoming moves and to relay the new address. If the customer requests the reinstallation of service at the new location, TKS endeavors to punctually provide service at the new location, provided that all the technical requirements are given. The original phone number is a geographically telephone number.

- Move within same location on-base:

If a customer moves to a different apartment or building within the same location, the phone number will remain the same.

- Move from on-base to another on-base location

If a customer moves to a different on-base location, it will become necessary that TKS issues a new phone number.

- Move from on-base to an off-base location

If a customer moves from an on-base location to an off-base location, it will become necessary that TKS will issue a new phone number.

- Move from or to Single Soldier Quarter (SSQ).

A move with the complete special single service package is only available with a move to another Single Soldier Quarter (SSQ).

- Move by all off-base same location:

If a customer moves to a different apartment or building within the same location, it will become necessary that TKS will issue a new phone number.

- Move from off-base to another off-base location

If a customer moves to a different off-base location, it will become necessary that TKS will issue a new phone number.

- Move from off-base to an on-base location

If a customer moves from an off-base location to an on-base location, it will become necessary that TKS will issue a new phone number.

- No service requested.

Is no service requested from the customer on the new location, the new address will only be used by TKS for the delivery of the final invoice.

20. Other Conditions

20.1. The customer may only assign rights and obligations of this contract to a third party after written approval by TKS.

20.2. The provisions of the Product Liability Law if applicable remain unaffected.

20.3. The contracting parties' contractual relations are exclusively governed by German law without reference to its conflicts-of law provisions.

20.4. As set forth in Clause 13 above, TKS is entitled to make changes in the price list, service specification, or to the General Terms and Conditions. All changes are published under www.tkscable.com/terms. Upcoming changes will be notified and announced in a timely manner on the monthly invoice to the customer.

The customer explicitly renounces the special delivery of changes as a written statement.

The changes are deemed approved if the customer does not object in writing or via e-mail to TKS. The objection must be received by TKS within four weeks following the notification date. If a customer exercises his or her right of objection, both parties have the right to terminate the contract in writing within the applicable deadlines.

20.5. Place of performance for the service under this Agreement is Kaiserslautern/Germany.

20.6. Place of jurisdiction: If the customer is a merchant or business entity, legal entity of public law or special fund under public law, or has no legal address in Germany, the exclusive venue for any disputes is Kaiserslautern.

20.7. Dispute resolution: The customer may submit a request to the Federal Network Agency to initiate out-of-court dispute resolution proceedings in the cases specified in Sec. 47a TKG. TKS does not participate in any voluntary dispute settlement proceedings before a general consumer arbitration body.

20.8. If a provision or part-provision is illegal, invalid, or unenforceable, that provision or part-provision shall be treated as having been modified to the minimum extent necessary to make it valid, legal or enforceable and to ensure it achieves the intended commercial result of the original provision. If modification is not possible, the relevant provision or part-provision shall be deleted. Any modification to or deletion shall not affect the validity of the rest of this Agreement.

20.9. This Agreement, together with the applicable TKS price list, TKS service specifications and the Terms and Conditions of The Exchange (if and to the extent applicable) represents the entire agreement between the Parties relating to the subject matter and supersedes any previous agreement related to the subject matter. The Parties have not relied on any statement, representation, warranty or understanding, other than expressly set out in this Agreement.