

## TKS easyMobile Service Specifications

With the service TKS easyMobile TKS Telepost Kabel-Service GmbH which is hereinafter referred to as "TKS", respective TKS on behalf of the Army and Air Force Exchange Service which is hereinafter referred to as "The Exchange". The main "Exchange" is in Dallas, Texas 75201, United States, and has the following telephone number. 001-214-312-3300, their web page is: [www.shopmyexchange.com](http://www.shopmyexchange.com) shall provide the customer a mobile telecommunication connection based on the Vodafone network to its customers.

There is no entitlement of claim if the customer profits from the usage of free services that are not subject of the service specifications. With a possible adjustment of performance neither entitlement of reduction, reimbursement, or compensation nor the right to terminate with significant cause exists for the customer.

### 1. TKS easyMobile service

1.1 The service plans are provided without hardware. TKS provides the capability to make a hardware installment purchase contract. The service plans are offered with the possibility of voice and data usage or only data usage. With the activation TKS provides the customer with a SIM card with a security Personal Identification Number (PIN) and Personal Unblocking Key (PUK) and assigns a telephone number to the customer.

1.2 The TKS provides telecommunication services in area mobile communication to the customers in Germany. Since the TKS does not operate its own mobile network, it purchases the network services from a network infrastructure supplier (for example, the carrier of a mobile communication network).

1.3 The services of the TKS are spatially limited to the reception and transmission range of the respective mobile communication network carrier. The availability of the user for participants from other networks or the availability of participants in other networks is dependent on whether and to what extent the respective corresponding mobile communication network provider has interconnection agreements with the other network operators.

1.4 Based on these terms and conditions is determined by the TKS to connect the customer on a GSM mobile network in Germany, which permits the mobile connection usage. The estimated activation time for providing a connection is 24 hours. The estimated duration time of 24 hours starts with the contract conclusion between the TKS and the customer.

1.5 The customer acknowledges that the undisturbed use of telecommunication services by the customer for compelling technical reasons from any location is not possible and the availability various according to environmental influences (e.g.: building complexity, tunnels).

1.6 Therefore, the liability of the TKS is subject to the above limitations, as these are beyond the control of the TKS. Customer claims (in particularly compensation and recourse) from the non-coverage availability of a network are therefore excluded.

1.7 Liability for temporary interruptions of network coverage or restrictions of network services is excluded if they are due to force majeure. The same applies for the TKS unpredictable and unforeseen circumstances, if these temporarily cause an unacceptable or impossible usage of the provided service (e.g.: fundamental disruptions, difficulty in energy supply, industrial disputes, official actions, etc.).

1.8 The telecommunications services according to chapter 2 also includes access to the emergency numbers 110 and 112 also in the coastal area of the North and Baltic Seas, the

number 124124 (maritime emergency number) also, if necessary, with the transmission information of the caller's location, provided that the mobile device this enables. The customer has to be aware that the device has to be on, and an operational network card (SIM card) is a prerequisite for the use of these emergency numbers.

#### 1.9 Telephone service connection:

TKS provides connections to national and international destinations. TKS easyMobile price list contains a list of available destinations as well as the applicable connection rates. These rates only apply for calls made in Germany.

Charge free services, included budgets, and flat rates do not include conference calls, premium rate service, call forwarding, video phoning, text message-services, service numbers and premium billing numbers.

Phone numbers starting with 00, 01, 031, 032, 0500, 0501, 0601, 0700, 0701, 0800, 0801, 0900, 0901, 0902, 0903, 0904 and 0905 are not billed as German fixed network calls according to the currently valid regulations of the Bundesnetzagentur. Numbers starting with these prefixes and premium rate services are not included in any budgets or flat rates.

A separate price sheet (TKS easyMobile\_VF\_Roaming Options) applies for roaming charges and can be obtained either at TKS Shop or on the TKS web page [www.tkscaable.com/terms](http://www.tkscaable.com/terms).

As a result of changes on the telecommunications market the purchasing conditions for connection charges may vary. In these cases, TKS reserves their right to adjust the country list to the new conditions.

#### 1.10 Tariff change:

Tariff change conditions depend on the type of contract customer currently have and in which tariff model (portfolio generation) customer would like to change to. With some tariffs it is technically not possible to change and only a cancellation is possible (standard cancellation process applies).

##### 1.10.1 Upgrade:

An Upgrade is charge free. The new tariff must be in one of the actual portfolio plans. Upgrades will take place to the next calendar day after contract conclusion.

##### 1.10.2 Downgrade:

A downgrade must be made in one of the actual portfolio plans. The amount of the required fee can be found on the current price list. Downgrade can only take place to the end of the month and must be submitted at least 1 month in advance. The new tariff will begin on the first day of the following month.

##### 1.10.3 Portfolio change (Generation change):

When switching between different portfolio groups or from an older tariff generation to a current tariff generation different conditions to the regulation from up- and downgrade may apply.

#### 1.11 Network service features:

##### 1.11.1 Phone Number Transmission:

The phone number of the access is transmitted for all outgoing calls unless this feature is deactivated over the mobile hardware device.

##### 1.11.2 Caller ID:

The phone number of incoming phone calls is transmitted and shown on the customer's display unless call number transmission is suppressed.

##### 1.11.3 Voicemail Box:

Voicemail Box (virtual answering machine) is provided to the customer with the activation of TKS easyMobile service and is charged according to the current service plan.

#### 1.11.4 Call Forwarding:

The TKS easyMobile network forwards automatically incoming calls without interruption of an operator directly to the voicemail box (if this function has been configured) or to mobile or fixed network connection national and international that has been setup from the customer. Charges for call forwarding can be retrieved on the actual price list.

#### 1.11.5 Call Waiting:

During an existing voice call additional calls are signalled by a tone. The calling party's number may be displayed. The waiting call can be accepted additionally – alternating between lines is possible. Customers can permanently deactivate the call waiting feature over their hardware device.

#### 1.11.6 Alternating between lines:

Two connections may be alternately used from one telephone access, without having to intermediately disconnect a connection.

#### 1.11.7 Three-party conference:

In addition to an existing connection a further connection may be established, and the conversations can be switched to have a three-party conference.

#### 1.11.8 Text Messages:

Text Messages (Short-Message-Service) enables customers with text messages compatible hardware the capability to send and receive text messages from up to 160 characters per message. Requirement for receiving a text message is that the SIM card or mobile device has enough free storage room.

#### 1.11.9 Emergency calls:

With inserted SIM card and the availability of any commercial cell phone network are the emergency numbers 110 and 112 always available, provided that a voice call compatible telecommunication device gets used. In most cases the exact position of the caller cannot be located but the radio cell in which the call is coming from.

#### 1.11.10 Block of 0900 numbers:

The block of 0900 numbers is a default option with TKS easyMobile and is charge free. If this feature is not desired, it must be requested to be removed.

#### 1.11.11 Block of 0137 numbers:

The block of 0137 numbers is a default option with TKS easyMobile and is charge free. If this feature is not desired, it must be requested to be removed.

#### 1.11.12 Block of 0180 numbers:

The block of 0180 numbers is a default option with TKS easyMobile and is charge free. If this feature is not desired, it must be requested to be removed.

#### 1.11.13 Block of 118x numbers:

The block of 118x numbers is a default option with TKS easyMobile and is charge free. If this feature is not desired, it must be requested to be removed.

#### 1.11.14 Block of mobile payment:

(e.g.: third-party services) The block of mobile payment is a default option with TKS easyMobile and is charge free. This feature cannot be removed (Due to offering VAT free services).

#### 1.11.15 Premium Voice Short dial numbers - prefix 22:

The Premium Voice Short dial numbers with a starting prefix 22 can be blocked charge free on request. It is not possible to block certain numbers starting with the prefix 22. The block will prohibit all outgoing premium voice short dial numbers starting with the 22 prefixes. This block can be requested at any TKS location or via TKS hotline number.

#### 1.11.16 Cost Control:

In order to provide protection against very high invoices, TKS observes mechanically the originated call, and data (Roaming and Third-party services are not included in this monitoring) charges of every connection. With approaching the standard

fixed limit, TKS will inform the customer about this status. To protect the customer against high costs the connection will be blocked for incoming and outgoing calls after the second fixed limit has been reached. It is further possible to make emergency calls and calls to the customer service center the TKS. On customer request adjustments can be made to the limit by which the customer is warned and/or blocked (Certain regulations apply for customers with VAT exemptions. Refer to VAT exemption information). Within the first 3 months increasing in the limit can only be granted after a pre-payment has been made.

### 2. Mobile number porting:

2.1 Transfer of the customer's existing mobile phone number from another carrier to the new service provider:

2.1.1 Porting is possible for an existing mobile phone contract (old contract) with another mobile provider (exporting mobile provider) during the term and not later than to the 90th calendar day after the cancellation due to the present mobile contract from service provider authorized mobile connection. For this the customer can assign the service provider, which forwards the number porting request to the exporting mobile service provider and handles with them the necessary porting steps.

2.1.2 The telephone number porting expects a completely and truthfully completed porting request. This can be found in Internet over the product page or obtained by the mobile provider.

2.1.3 Should the customer violate their obligations under the contract in regard to telephone porting, in particularly with providing wrong information in regard to the porting application or is the porting due to some other reason that the customer is responsible for (e.g.: by simultaneously assigning more than on mobile provider to port the telephone number), the service provider is entitled to claim compensation.

2.1.4 This porting request must be generally received no later than the 85 calendar days after the closure of the customer's contract from the exporting mobile provider to the service provider; otherwise, the service provider cannot ensure the porting request within a maximum of 90 calendar days after the closure the contracts the exporting mobile provider.

2.1.5 The existing contract between the exporting service provider and the customer remains unaffected by the phone number porting. The customer may inquire about all arising expenses at the exporting mobile service provider (e.g.: via telephone).

2.1.6 With porting an outage may occur for up to a calendar day. During this time period it is technically not possible to provide the performance that was contractually agreed to with the service provider, in particular mailbox usage, voice and data connections.

2.1.7 The customer's requested telephone porting by the service provider can only be charge free revoked up to the specified porting date that was negotiated between the service provider and the exporting mobile provider.

2.1.8 Should the respective phone number be used again by customer request by the exporting mobile provider or by another mobile provider after this time frame, a new porting request from the exporting (e.g.: new mobile provider) provider is required. For this new porting request the exporting mobile provider will charge a processing fee according to § 46 chapter 5 TKG which corresponds to the costs arising through the transfer to the mobile provider and which can be referred to on the TKS easyMobile price list. In addition, for such cases of (return) porting the regulations according to paragraph 2.1.1 also applies.

2.2 Transfer the customer own phone number to another mobile provider

2.2.1 The exportation of a phone number to another provider (importing mobile provider) can only be done if the porting request is submitted to the service provider by the importing

mobile provider no later than to the 85th calendar day after the closure of contract. If the porting request is not submitted by this deadline the phone number will be returned to the service provider.

2.2.2 If during the term of the contract with the service provider a request for a porting of the mobile phone number to another mobile service provider by the customer takes place, the existing contract between the customer and the service provider keeps unaffected by the porting. The customer may request the further costs arising from the existing contract costs with the service provider. On request the customer receives a new mobile phone for the remaining contract term after the porting.

2.2.3 The porting request must be done at the receiving mobile service provider side, who informs the service provider about the porting request. In case of a telephone number porting of an existing contract, the service provider will inform you about the conditions of porting and seek the agreement of the customer for porting.

2.2.4 The porting process may cause downtime of up to one calendar day. During this period, it is technically not possible to use the services of existing mobile phone contract with the service provider, particularly voice telephony, voice mail and data transmission.

2.2.5 When porting the mobile phone number to another mobile service provider, the service provider will charge a handling fee according to § 46 chapters 5 of the TKG, which corresponds to the costs for the service provider resulting from the exchange and the price list, can be seen.

### 3. Rate of transmission:

TKS uses the Vodafone mobile network for its service. Within the Vodafone 5G network a download speed of up to 300 Mbps and an upload speed of up to 100 Mbps may be possible. These speeds represent the upper limit and can't be guaranteed. The actual utilization speed depends amongst other things on the structural characteristics of buildings in the vicinity and the number of mobile devices that are connected to a mobile radio cell at the same time. Also, a compatible mobile device is required for the usage of the fast 5G network. A speed limitation of 64 kbps applies after exceeding the included data volume (SpeedFlex option available).

#### Exceptions:

- **Kids tariffs** – Data transfer of up to 50 Mbps download / 25 Mbps upload. A speed limitation of 64 kbps applies after exceeding the included data volume (no SpeedFlex option available).
- **Smartwatch** - Data transfer of up to 25 Mbps download / 25 Mbps upload. A speed limitation of 150 kbps applies after exceeding the included data volume (no SpeedFlex option available).

When using the data, the logged-in users share the available bandwidth (so-called shared medium) in the mobile radio cells. The actual achievable transmission speed during data usage is depending on:

- the local availability of the respective mobile radio technology.
- the network load of the Internet backbone.
- the occupancy / utilization of the mobile radio network
- by the number of users in the respective mobile radio cell.
- the distance to the antenna and the movement of the user.
- the terminal used; including its operating system and other software used.
- the transmission speed of the selected servers of the respective content provider.
- the usage outside or inside buildings. Within buildings, network availability and transmission speed may be limited.

In the event of imminent temporary and exceptional

network congestion, bandwidth-intensive services (e.g. streaming music, video streaming, gaming, large email attachments) may be limited. Downloads may take a long time.

### 4. Effects of bandwidth restriction on applications and services:

If the transmission speed is reduced in the download after consumption of the data volume agreed in the respective contract, the Internet access is only limited usable. Services with high bandwidth requirements (e.g.: music streaming, video streaming, gaming, large email attachments, large downloads) are no longer usable in this case.

### 5. Signal coverage:

5.1 The performance of the mobile data card is territorially restricted to the reception range and transmission range of the mobile networks or their power supply.

Information about the range of coverage, regarding in particular the signal coverage at the customer's preferred locations, can be obtained from the network provider.

5.2 The TKS guaranteed also with fundamentally existing network coverage no ensures for signal coverage within closed rooms or in specific locations, as these may be affected by the structural conditions.

5.3 The TKS reserves the right to limit its services at times if this is necessary because of capacity limits respectively to request a limitation over a mobile network provider. Temporary disturbances, restrictions or interruptions of services can also be found in by an emergency or disaster, caused by atmospheric conditions and geographic circumstances as well as interference of technical funk, loss of power, or technical changes to the system because of miscellaneous measures (e.g.: maintenance work or repairs), that are necessary for the proper or improved provision of services, or for reasons of force majeure arise (including strikes and lockouts).

### 6. Wi-Fi-Hotspot and router usage:

Tariff and optional data services (Data flat and / or data-inclusive volume) are exclusively for the own use of the customer. Services in the form of Wi-Fi / Wi-Fi networks / hotspots for business / public use by third parties are prohibited. If these types of use are not expressly permitted, a separate, specific agreement with TKS / Vodafone is required. The tariffs use admissibility in the terminal of the customer as a modem / personal hotspot for their own or private use remains unaffected. Tariffs with unlimited data volume may only be used as end customer with domicile in Germany in the usual scope mobile in a smartphone. The resale is just as inadmissible as the use in routers and the transfer to third parties. The same applies to the operation of commercial services and the routing of data connections. TKS / Vodafone reserve the right to automatically disconnect the connection after every 24 hours and to terminate the contractual relationship extraordinarily in case of unusual consumption behavior.

With the Kids and Smartwatch tariffs these services are not permitted.

### 7. Included additional options:

#### 7.1 Rollover data:

Rollover Data keeps the unused data volume from the current billing cycle until the end of the following billing cycle. The included monthly tariff data volume will always be used before the rollover data goes into effect. The rollover data may also be used within EU countries.

With Giga Connect, Unlimited, Kids, and Smartwatch plans there is no rollover data.

#### 7.2 Vodafone Hotspot Usage:

With your easyMobile service you'll have access to Vodafone's nation-wide network of over 1.5 million high-speed hotspots



located outdoors in public spaces, and indoors in restaurants, hotels, and other businesses.

TKS provides a hotspot access voucher starting with the first invoice and thereafter with each monthly invoice.

To locate the hotspots near you go to the hotspot finder web page or use the Vodafone Hotspot finder app (German only).

### 7.3 WiFi Calling:

WiFi Calling allows the capability to make and receive calls via WiFi and achieve better conversation quality in areas where cellular network have poor or no reception. A smartphone that supports WiFi Calling and a WiFi connection are required.

Calls made over WiFi calling are charged according to the original tariff.

International and other connections that are not included in your plan will be charged when using WiFi Calling.

WiFi Calling is only available within the German WiFi network and is not available for Roaming.

Note: If the WiFi area is departed, an interruption may occur.

### 7.4 EU Roaming:

7.4.1 With the Giga 5, Giga 7, Giga 12, Giga 25, Giga 50, Giga 280 the included data volume (also data rollover) can be used within the EU countries, Great Britain, Norway, Iceland, and Liechtenstein. This applies for outgoing and incoming roaming calls within the EU countries and to Germany, for Text and data usage according to the EU fair use policy. This applies also for the Smartwatch tariffs but there is no data rollover.

7.4.2 With the Kids 2 / Giga Connect plans data usage within the EU is not available.

7.4.3 With the GigaData 5, GigaData 7, GigaData 25, and GigaData 50 the included data volume (also data rollover) can be used within the EU countries, Great Britain, Norway, Iceland, and Liechtenstein according to the EU fair use policy.

7.4.4 Giga Unlimited, Giga Unlimited plus and GigaData Max:

The unlimited data usage is only valid within Germany.

These tariffs, data usage is according to the included EU budget from the original tariff. The included EU budget can be found in the myTKS App. The volume is per billing cycle and will be calculated from the use in the EU plus the usage over the easyTravel option. Exceeding the budget will be charged per MB (current price list applies).

7.4.5 The EU fair use policy permits within the EU and to Germany up to 500 minutes and 500 Texts per day. Exceeding this limitation will be charged the regulated EU roaming rate.

7.4.6 Included roaming connections do not apply to international waters (e.g.: ferry, boat trips, etc.) or service numbers.

7.4.7 The EU Roaming is only valid in TKS easyMobile / Vodafone (partner) networks. For all countries outside of the EU refer to "easyMobile Options Roaming".

7.4.8 The use of TKS 5G tariffs without additional costs applies only for temporary trips into the EU-countries, Great Britain, Norway, Iceland, and Liechtenstein. According to the valid specifications of the EU-Roaming regulation TKS is entitled to charge regulated surcharges per service, after the customer has been registered during a continuous period of four months for more days in a foreign EU network than in the German Vodafone network and if a major part of the usage took place in an EU foreign country, Great Britain, Norway, Iceland or Liechtenstein.

The surcharges apply to the valid EU regulations. A notification will be sent via text to the customer at least two weeks before the surcharges are collected. Within these two weeks the customer has the opportunity to adjust the usage behavior according to the above criteria in order to prevent being charged the surcharges.

## 8. Not included additional options:

The appropriate prices and availability for these options are in the TKS easyMobile price list.

## 8.1 Additional TKS 5G tariff options:

### 8.1.1 MinutenPaket EU Tag 120:

The "MinutenPaket EU Tag 120" option is an additional option that can be added for an additional fee per day to the easyMobile contract (refer to TKS easyMobile price list).

The "MinutePaket EU Tag 120" option provides the capability to make calls from Germany (not a roaming option) to mobile and landline networks of the EU. The 120 minutes budget starts immediately after booking and is valid until the end of the following day (11:59 p.m.).

The included budget does not include conference calls, premium rate services, call forwarding, video phoning, text-services, service numbers, and premium billing numbers.

The minute package ends automatically at the specified time and does not have to be canceled in advance. Unused minutes will also expire at this time.

The "MinutenPaket EU Tag 120" can be booked via SMS code: SMS on 70127 / Text Code: TAGEU

### 8.1.2 TKS easyConnect Mobile Global Option:

The easyConnect Mobile Global option is an additional option that can be added for an additional monthly fee to the easyMobile contract (refer to "easyMobile Prices").

The service can be used via myTKS App on one mobile device per contract with the login data provided over the registration of a myTKS account. The registration for myTKS is conducted over the TKS web portal: [tkscable.com](https://tkscable.com). The username and password from the myTKS account is the login data for the myTKS App.

The user will be prompted to select one of their App relevant contracts for pairing after login. An automatic pairing verification will take place after the contract selection has been made. The use of more than one mobile device per contract is not possible. Pairing of a new / different device to a contract is possible.

Customer is responsible to keep their login data secret, also not to provide it to a third party.

If the customer allows the usage of third party the customer is liable for all costs that result in usage of a third party. If the customer suspects that unauthorized third parties have gained knowledge of the login data, the customer is held responsible to immediately change the login data and report the unauthorized usage to TKS.

In case of theft, loss or misplacement of the login data or hardware device the customer remains obliged to pay for the usage, independent charges due to the use by a third party until the notification of the loss or misplacement has been received by the TKS. This also applies for connections that were established up to the blocking time (blocking charges apply to the customer), and if the customer negligence failed to report immediately to the TKS, the payment obligation of the customer regarding the monthly fees and minimum consumption remains unaffected.

The customer commits themselves to take over all charges which have occurred by authorized or unauthorized utilization of the service by third parties, unless the utilization is verifiable that it was beyond customer's responsibility.

The myTKS App is offered for Android (Version 5.1 or higher) and Apple iPhone (Version 10.3 or higher) devices and can be downloaded free of charge in the respective App stores

With the easyConnect Mobile Global option TKS will issue a landline number, which can be used for incoming and outgoing calls over a mobile device by using the myTKS App, provided that the customer has an activated TKS easyMobile contract.

All easyConnect Global countries (landlines and certain mobile connections), can be called free of charge according to the fair use policy. If the contract is cancelled or terminated the use of the myTKS App will be discontinued.

The myTKS App can be used over Wi-Fi or mobile data. TKS is not liable for data volume used over the mobile device by using the myTKS App without a Wi-Fi connection or for all mobile connections made without using the myTKS App. This also applies for roaming.

The fair use policy permits a maximum total talk time (incoming and outgoing calls) of 20,000 min per month over the myTKS App. After 4 hours of continuous use the connection will automatically be disconnected. Price for exceeding included fair use budget will be charged at standard Global rates (for further information refer to "Internet Telephone TV Prices"). The myTKS App will be terminated by exceeding the fair use budget over two consequent months.

The myTKS App roaming usage is permitted. Data volume deductions may apply when the myTKS App is not used over Wi-Fi. Roaming charge for data usage may be charged if no option is booked. If a data option is booked for roaming the included option data will also be used for the myTKS App when not connected over Wi-Fi.

The customer is obligated to inform TKS when possible two weeks in advance, about any upcoming moves and to relay the new address. If the customer requests at the new location again service, TKS strives punctually to provide service at the new location presuming that all the technical requirements are given. The original landline phone number is a geographically telephone number and therefore by a move in most cases a new landline phone number must be issued.

Emergency calls can only be placed via an existing GSM connection. If the customer doesn't have any signal the call will not be possible. Emergency calls via Wi-Fi calling are not possible.

A termination request must be submitted in writing from the contract holder. Cancellations are only valid to the end of the following month. If no written cancellation is submitted the option will continue on a monthly basis with the same cancellation conditions.

#### 8.1.3 easyTravel:

With the easyTravel option the tariff features of the TKS 5G can be used in selected countries (refer to "easyMobile Prices"). easyTravel Day is preset. For further use the easyTravel week can be activated by sending a text message or the easyTravel Flex can be order over TKS. The easyTravel Flex has a 6 months duration time frame.

With the Giga Unlimited and GigaData Max the data usage of easyTravel Day, Week, and Flex option is according to the included EU budget from the original tariff. The included EU budget can be found in the MyTKS App. This volume is per billing cycle and will be calculated from the use in the EU plus the usage over the easyTravel option. Exceeding the budget will be charged per MB (current price list applies).

easyTravel – Calendar Day (0:00 until 23:59) are counted according to Central European Time (CET).

#### 8.1.4 Reisepaket World:

With the Reisepaket World option the tariff features of the TKS 5G can be used in 90 preselected countries. Reisepaket World Day is preset, for further use the Reisepaket World week can be activated by sending a text message.

For long-distance travel the:

##### **Reisepaket World Day includes per day:**

- 50 minutes call time for outgoing and incoming calls
- 50 text messages
- 500 MB data volume

Refer to "TKS easyMobile Price List" for actual prices for exceeding the incl. budgets.

##### **Reisepaket World Week includes per day:**

- 50 minutes call time for outgoing and incoming calls
- 50 text messages
- 4 GB data volume **per week**  
When data volume budge has been reached the surfing speed will be reduced to 5 kbit/s, to continue surfing a ReisePacket World Week - Data Upgrade 500 can be booked.

Refer to "TKS easyMobile Price List" for actual prices for exceeding the incl. budgets.

Reisepaket World - calendar day (0:00 until 23:59) are counted according to Central European Time (CET).

##### 8.1.4.1 Reisepaket World Week Option:

Data Upgrade 500 MB can be activated by sending a text message after the included data volume budget has been used.

##### 8.1.5 SpeedFlex Options:

The SpeedFlex are options that can only be booked by the customer after the complete data volume has been used.

The customer can book the option by replying to the information message that the complete data volume has been reached per text to 70997. The offered volume of the SpeedFlex Options depends on the selected tariff. For price details refer to "easyMobile Prices". This option can be booked more than once.

##### 8.1.6 Daily Cancellation Option:

The daily cancellation option is only available on the day of sign-up. This option grants service cancellation on a day-to-day basis after 30 days of service has been completed. Refer to "easyMobile\_Prices" for price details.

#### 8.2 Hold on service contract:

Not available at the moment

#### 8.3 MultiSIM Option:

TKS offers the MultiSIM only as an eSIM version.

The eMultiSIM option provides the capability to use the same phone number and the included data volume from your existing tariff plan on more than one device. With one exception the TKS easyMobile Giga Unlimited tariff plan has its own data budget for MultiSIMs.

The MultiSIM option is only available for the usage with a smartwatch or fitness tracker. It is possible to book a maximum of two additional eSIM profiles for an existing mobile phone contract. As a result, a total of up to three mobile devices will have the same phone number and use the data volume from the mobile phone tariff plan (exception the TKS easyMobile Giga Unlimited tariff plan – refer to Data Volume).

The MultiSIM option is not available for any TKS easyMobile Data plans.

With the MultiSIM option a TKS easyMobile eSIM will be additionally added to the easyMobile contract. After the Multi eSIM has been activated (activation fee required refer to "easyMobile Prices"), follow the device manufacturer's instructions to pair the additional device with the mobile phone.

### 8.3.1 Charges:

There is a onetime activation fee per MultiSIM. The additional monthly fee, depends on the tariff plan (for all prices refer to "easyMobile Prices")

### 8.3.2 Requirements:

Requirements for using an eMultiSIM are a TKS easyMobile tariff plan (not available for TKS easyMobile Data plans) and a compatible device (e.g.: capable smartwatch, such as Apple Watch or Samsung Galaxy Watch).

### 8.3.3 Connections:

#### 8.3.3.1 Outgoing calls:

Simultaneous outgoing calls on more than one SIM card are not possible.

#### 8.3.3.2 Incoming calls:

The call is signaled simultaneously on all devices that are switched on. The connection will be established to the first line that accepts the incoming call. The other devices then fall silent. The call cannot be transferred to the other devices or used simultaneously (no conference call). When the connection has been placed the availability on the other devices will no longer be given. If another incoming call comes during the connection, the setting for call waiting or call forwarding take effect.

### 8.3.4 Text:

All incoming texts will be designated to the main SIM Card.

### 8.3.5 Data Volume:

The included data volume of the TKS easyMobile tariff plan will be used for all activated MultiSIM cards (meaning shared data over all SIM cards belonging to the contract). Exception: The TKS Unlimited tariff plan has a dedicated data volume of 10 GB per MultiSIM card and does not affect the tariff plan's included data.

### 8.3.6 Roaming:

TKS easyMobile eMultiSIM supports roaming. Important: the device being used with the Multi eSIM must also support this function so that roaming can be used (e.g.: the Apple Watch does not support roaming).

### 8.3.7 Cancellation:

Cancellation of the TKS easyMobile eMultiSIM is possible to the end of the following month. Each MultiSIM can be separately cancelled. When the mobile phone plan ends, TKS easyMobile eMultiSIM also ends automatically.

### 8.4 easyTV Mobile:

This additional option provides the capability to receive easyTV over a mobile hardware device.

TKS reserves the right to offer special reductions, sneak preview of upcoming new modular program packages, or free monthly service for their products and services.

Registration and login are necessary to access the service. The simultaneous use of services on more than one mobile hardware device is not possible.

The provision of terminal equipment and the adequate internet connection is up to the user. According to which internet connection is being used additional costs for streaming may occur. It is the responsibility of the customer to inform themselves about the internet connection costs with the individual provider. The customer is held fully liable for any connection costs that occur. TKS is not liable for costs incurred by the use of the easyTV app via an internet connection or for a limitation in the bandwidth of the mobile data connection, resulting from the use of the easyTV app.

### 9. Roaming:

With the Kids and Giga Connect plans there is no roaming available.

With Smartwatch plans there is only EU roaming available.

### 10. Availability:

10.1 The average availability of TKS easyMobile connection is 97.0 %. After a 24-hour continuous utilization period the internet connection is disrupted for technical reasons. The reconnection can take place immediately for another 24-hours continuous utilization.

10.2 The telecommunication service transmission area is geographically limited to the German provided mobile stations (cell sites). Limitation in these areas will only be temporary according to technical needs (e.g.: capacity shortage in mobile communication network, with disturbance because of technical changes to system, improvements to the network, problem with the electrical supply, connection from other cell sites, etc.).

10.3 A constant quality transmission depends on atmosphere conditions or similar reasons and can therefore not be guaranteed.

10.4 Temporary disconnection and/or certain restrictions can happen due to majeure force.

10.5 For the data usage the login user shares the available bandwidth in the cell sites (so called shared medium). The maximum achievable transmission speed is according to the local technical environmental conditions (GPRS/EDGE/UMTS/HSDPA), how many users are in that particular cell site, the distance from the antenna and the mobile communication hardware itself. The maximum transmission speed is according to the chosen tariff plan and is listed on the tariff rate sheet as well as in the price list.

### 11. Service:

Fault reports may be placed daily from 0:00 to 24:00 pm under service phone number.