

## TKS easyMobile hardware installment purchase General Terms and Conditions

TKS Telepost Kabel-Service GmbH, Altes Forsthaus 2, 67661 Kaiserslautern, Germany (hereinafter referred to as "TKS") provides the customer ("customer") with a mobile communication access.

This product is further referred to as „TKS easyMobile hardware installment purchase“.

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/](http://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](http://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 easyMobile General Terms & Conditions, the customer of the Exchange hereby accepts the applicable TKS price list that can be found at: [www.tkscable.com](http://www.tkscable.com). In case of any conflict between The Exchange's Terms and Conditions and the TKS General Terms and Conditions, or the TKS price list, the TKS General Terms and Conditions 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."

### 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](http://www.tkscable.com/privacy). Please do not hesitate to contact us if you have privacy-related questions.

### 1. Prerequisites for utilizing the services

- 1.1. Valid Military ID card.
- 1.2. TKS accepts only natural adult persons as customers.
- 1.3. The contract can only be concluded in the military sponsor's name.
- 1.4. The hardware installment purchase contract can only be concluded in conjunction with a TKS easyMobile contract. Only one hardware installment purchase contract can be made per TKS easyMobile contract.
- 1.5. It is also mandatory to provide a credit card or bank account that accepts German direct debiting information upon signup.

### 2. Entering into a contract

2.1. The customer makes the contract request by signing the applicable order form. The contract is only concluded once TKS accepts or confirms the order, or latest after the hardware has been provided.

2.2. All hardware installment purchase contracts have 12- or 24-months duration. With signing the contract the customer accepts the Terms & Conditions of the TKS easyMobile hardware installment purchase.

2.3. The customer can choose between different installment variants with different monthly installments that are divided over a period of 12- or 24-months combined with a down payment that is defined by TKS. With the contractual conclusion the customer is liable to pay a down payment and the first installment of their hardware installment plan has to be paid immediately.

### 3. VAT exemption

TKS will automatically 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, there will be no hardware installment purchase granted. If you have any VAT-related questions, please visit your local TKS shop, contact the TKS hotline (in Germany 0631-3522-499) or visit the TKS website at [www.tkscable.com/service/vat-relief/](http://www.tkscable.com/service/vat-relief/).

### 4. Subject Matter of the Contract

The subject matter of the contract is specified in these General Terms and Conditions as well as in the price list, which regulate the provision of TKS easyMobile hardware installment purchase in connection with a mobile communication access.

### 5. Right of revocation

The right of revocation is not given.

### 6. Customer's obligations and responsibilities

The customer has the following responsibilities:

- 6.1. TKS must be notified immediately in writing about any change of personal contract data (e.g. names, address, bank connection, email address).
- 6.2. TKS will deduct the instalments via automatic credit card debit from the agreed credit card or direct bank debit from the agreed bank account. The customer must ensure that the transaction limit of the card is not exceeded or for those customers using direct bank debit that there are sufficient funds in the bank account. For each debit balance not realized or returned unpaid, customer shall reimburse TKS to the extent that customer is liable for the event which led to the costs.
- 6.3. The cash register receipt must be kept for all warranty purposes.
- 6.4. The customer is held liable to pay the agreed contractual amount at all times. It has no impact on the agreed contract, if the hardware is lost, stolen, or damaged. The hardware remains the property of TKS until all installments are fully paid.

### 7. Payment conditions by TKS

7.1. Upon contractual conclusion the customer is liable to make a down payment which is established by TKS and depends on the chosen hardware. The remaining hardware device amount will be calculated in 12- or 24-installment payments over 12- or 24-months duration. The first installment of their hardware installment plan has to be paid immediately. If automatic credit card debit for the further payments is agreed, the payment of the first installment has to be done by using the agreed credit card. All further installments will be deducted from the agreed credit card account or via direct bank debit. The monthly payments are always due at the first of each month and

have to be paid via automatic credit card debit or direct bank debit.

7.2. TKS is entitled to withdraw from the hardware installment purchase contract and to declare the remaining debts to be due, if the customer falls into arrears with the payment of at least two consecutive installments and if the amount with which the customer is in default is at least a tenth of the agreed purchase price and a two –week-deadline has been granted unsuccessfully to the customer to pay the outstanding amount with the declaration, that in the case of non-payment within the next two weeks the entire residual debt will be due.

7.3. All installment payments have to be done via automatic credit card or bank debiting. Costs for returned credit card debiting or direct bank debiting have to be paid by the customer to the extent that customer can be made responsible for the event that caused the costs.

7.4. The monthly payments are always due at the first of the month. If the customer is in default with the agreed payments the regulations described under item 7.2 apply. If the full outstanding payment is not settled in a timely manner the customer's data will be handed over to a collection agency.

7.5. TKS reserves the right to reward those customers that conclude a contract with the combination of certain installment purchase contract and certain tariff plans with a bonus. The bonus is credited to the customer account every month provided that the customer keeps the contract as long as the installment purchase contract is valid. The maximum bonus duration per contract is 24 months. The amount of the bonus is determined by TKS. The entitlement to receive the bonus does no longer apply, if the TKS easyMobile contract or the installment purchase contract has been terminated.

## 8. Reservation of ownership

Until full payment is received, the hardware shall remain property of TKS. Pledges, transfers by the way of securities to third parties or any other unauthorized sale or transfer of ownership are not permitted.

## 9. Warranty

Apple iPhone warranty is valid from Apple for 12 months. TKS Hardware warranty is valid for all other mobile hardware 24 months. All accessories are under warranty according to the duration of the individual manufactures. TKS is only liable for hardware manufacture defects. All other damages are excluded from warranty, especially damage done to hardware cause by dampness, falling, lost, all types of self-caused damage, etc. Defective hardware does not affect the payment plan in any way.

## 10. Service hold

It is not possible to place the TKS easyMobile hardware installment purchase contracts on hold.

## 11. Contract Termination

11.1. The customer cannot terminate the installment purchase contract. The customer has the opportunity to pay all outstanding installments at once, resulting in an early completion of contract.

11.2. In case that the TKS easyMobile service contract is cancelled before the TKS easyMobile hardware installment plan is completely paid, the TKS easyMobile hardware installment contract will automatically be terminated and the complete installment plan is due immediately. TKS is allowed to deduct the outstanding installments via credit card or bank debiting.

11.3. The hardware remains the property of TKS until all installments are fully paid. TKS reserves the right to reclaim the cell phone, due to the customer failing to meet his obligations for paying the full outstanding amount.

## 12. Account statement

The customer receives a monthly statement that provides the actual status of the installments.

## 13. Other conditions

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

13.2. The provisions of the Product Liability Law if applicable remain unaffected. The contracting parties' contractual relations are exclusively governed by German law without reference to its conflicts-of law provisions.

13.3. In case of discontinuation of cell phone marketing, TKS is entitled to transfer the respective customer contracts to third parties, provided TKS does not continue the mobile communications business themselves or their associate company according to §15 AktG.

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

13.5. 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.

13.6. Law 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.

13.7. 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.

13.8. This Agreement, together with the applicable TKS price list 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.