

easyConnect Bundle General Terms and Conditions

1. Contract Partner

Contract partners are TKS Telepost Kabel-Service Kaiserslautern GmbH (called TKS in the following), Altes Forsthaus 2, 67661 Kaiserslautern (Amtsgericht Kaiserslautern HRB 32573) and the customer.

With the easyConnect Bundle, TKS provides customer with an Internet access on the basis of a DSL connection resp. on the basis of a basic cable connection from TKS resp. Vodafone / Kabel Deutschland. The decision if an internet access on the basis of a DSL connection or a basic cable connection is made available, depends on the technical conditions at the customer's location (building) the access was requested for.

TKS also provides a telephone access "TKS easyConnect Global" over the internet including the myTKS App, TKS easyTV resp. TKS easyTV IP service via "easyTV App" and "easyTV Mobile Usage" with the capability to use an Amazon FireTV device. Therefore the "easyTV Mobile Usage" general terms and conditions are also legally binding for this contract. Further information can be found at: www.tkscable.com.

The following General Terms and Conditions, the price lists, the performance specification, general terms and conditions of Deutsche Telekom AG as well as the telecommunications law (TKG), which form part of the contract, applies.

The telecommunications law is also valid, even though if in the following conditions it is not always referred to.

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 easyTV service is authorized internationally; with one exception: it is prohibited to use the easyTV service within the USA.

2. Prerequisites for utilizing the services

2.1. TKS accepts only natural adult persons as customers.

2.2. TKS services can only be utilized if customer's premises have a telephone outlet resp. a multimedia outlet or a comparable access to TKS- resp. Vodafone-cable-network and TKS after a technical examination finds that a DSL connection resp. a basic cable connection with a sufficient bandwidth can be implemented.

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 specifications and price lists, which regulate the provision of easyConnect Bundle products in connection with an Internet access of TKS.

The easyConnect Bundle 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. Conclusion of the Contract

If not agreed otherwise, the contract is concluded upon receipt of the order confirmation but at the latest when the service is provided first.

5. VAT exemption

A VAT form will be accepted for TKS easyConnect Bundle invoices. To receive the VAT exemption a VAT form must be provided to TKS before the end of the month for the following month. A VAT form cannot be used for third party services. Detailed information and regulations can be found on VAT exemption information sheet.

6. Specification of performance

TKS provides the following services for the product TKS easyConnect Bundle.

6.1 Internet access

TKS provides access to the internet via customer's DSL connection resp. basic cable connection according to the customer's request in combination with, specifications, price list, and the general terms and conditions.

6.2 Access to the TKS Telephone Service.

The customer receives the telephone connection provided from TKS. The complexity for the specification of the contract is covered by the "Specification" description and regarding to the contractual partners agreed request.

6.2.1 Connection of telephone equipment over a:

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

6.2.1.2 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 a MTA (Multimedia Terminal Adapter). The MTA is provided by installation of the access and 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 in all on-base locations therefore a MTA is not required. The Homespot Modem is property of TKS.

6.2.1.3 In some cases on a cable access a MTA gets used as a Network access determination and an IAD gets connected to the MTA. In this case customer receives MTA for the time, using TKS easyConnect Bundle for free.

6.2.2 The usage of service is only allowed with a certified device.

6.3 easyTV

The easyTV basic is included in the easyConnect Bundle and contains free of charge the Flex Option (Cloud DVR [Network Personal Video Recorder (NPVR)], Replay On Demand, Start Over, and Timeshift), the capability of Amazon Fire TV usage and the service called easyTV Mobile. The easyTV Mobile provides the capability to receive the TKS TV program package via mobile devices over the TKS easyTV APP & easyTV PC Client.

6.4 Terminal equipment

6.4.1 If 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 refuse the type of supplementary performance chosen by customer if this type of supplementary performance is only possible at excessively high costs and the other type of supplementary performance does not result in major disadvantages for customer. In the event of product deficiency TKS has the right to provide customer with a replacement product serviced by manufacturer which can be classified as good as new. The decisive factor is that the equipment is fully operational.

6.4.2 If TKS offers equipment for leasing during the usage of TKS easyConnect Bundle service, this equipment remains property of TKS. Customer is held responsible to treat such equipment, packaging, all provided accessories with care. After terminating the contract, customer is held liable to re-

turn the equipment, the original packaging and all accessories that were supplied with the equipment to TKS at customer's own costs and risk and in a state that enables TKS to rent out the equipment with the original packaging and all accessories again. TKS will only be liable for defects of the reception equipment occurring during the leasing period that are not a result of improper treatment. Replacement of damaged or destroyed equipment during the usage of TKS easyConnect Bundle service shall take place at customer's request and – provided that TKS cannot be held responsible for the damage or destruction – at customer's expense.

6.4.2.1 Leasing equipment may vary in price according to model and technical availability.

6.4.2.2 In cases where the leased equipment has been stolen or lost the customer is held completely liable for the missing equipment. In these cases TKS reserves the right to charge the actual manufacturer suggested retail price (MSRP) for stolen or lost equipment.

6.4.2.3 Changes made to the existing connection (e.g. move, reconnect, etc.) can result in the need for a different leasing model which may have a higher leasing price.

6.4.3 When technical changes on the terminal equipment have been made or revision from none approved firm/software is the statutory liability no longer the responsibility from TKS.

6.5 Bandwidth

TKS has no influence on the provided bandwidth of the DSL access. A limitation of service proposal can be the result in areas with low bandwidth.

7. TKS special offers

TKS reserves the right to offer special reductions or free monthly service for their products and services.

The products and services will be charged at standard price after the expiration of the special offer duration. In both of these cases it is the customer's responsibility to cancel 6 working 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.

8. Availability

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 provisions, for reasons of network security operation, for keeping up network integrity, for reasons of data security or the implementation of works which are necessary for operational or technical reasons. Furthermore TKS would like to call attention to the fact that the provision of services may depend on the utilization of third party transmission paths and technical equipment. TKS does not assume any warranty for service impairments caused by third party transmission paths and equipment.

8.1. TKS provides a monthly invoice that is itemized. For the flat rate specifications there is no itemized information provided. Principally the invoice is delivered via e-mail. On customer request an invoice in paper form is possible for an additional surcharge.

9. Protection of Minors and Sweepstakes

9.1. Protection of Minors

TKS concludes contracts for easyConnect Bundle Package with adults only. 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. In order 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 measures 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 easyConnect Bundle, 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

9.2.1. 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. Duties and Obligations of the Customer

10.1. The customer has the following duties:

a) Customer has to ensure that there are sufficient funds on the respective account, if an arrangement with TKS was made, to pay bills via direct debit or via credit card debit. 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.

b) The services provided must not be misused, particularly not for the purpose of activities, listed in point 2, last paragraph.

Customer shall observe national and international copyright and trademark, patent- and name rights as well as other industrial and personal rights of third parties.

c) The standard way to receive the monthly bill free of charge is via e-mail or online. If customer prefers to receive a paper bill, this is possible, but subject to additional charges. The amount of the extra charge for a paper bill is listed in the TKS easyConnect Bundle price list. In the event that customer pays via online payment, they have to make sure to retrieve the online bill at least once a month via the TKS customer account.

d) Customer has to grant TKS employees or third parties commissioned by TKS access to customer's property and any building located thereon at his own expense to the extent that this is necessary to perform testing, installation and maintenance work.

e) All access maintenance and modification works may only be performed by TKS.

f) Personal access data (e.g. easyTV 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.

g) 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.

h) TKS and its agents shall be indemnified against any and 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.

10.2. 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 point 7.1 g, TKS has the right to block the respective services at customer's expense. In this case customer remains obliged to pay the monthly fee.

10.3. TKS must be notified immediately in writing of any change of personal contract data (e.g. names, address, bank connection, e-mail address).

10.4. 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.

10.5. Furthermore customer agrees, not to use the Internet access to operate a server.

10.6. Customer agrees, not to interfere with, modify or damage the TKS network or other networks.

10.7. Customer agrees, not to abuse TKS services and, as far as utilization of TKS services is concerned, to comply with general laws, especially penal laws and notably trade practice rules etc. and to comply with third party rights, notably copyright laws, licence rights, utilization rights etc.; also customers must make sure that contents posted via customer's Internet access or otherwise made available do not infringe upon third party rights and are not punishable by law, morally offensive or in any way illegal; the customer is responsible for any and all contents transmits via internet access or otherwise transmitted contents (e.g. e-mail, newsgroups, chat services etc.)

10.8. To take all reasonable safety measures, to exclude an unauthorized third party usage of the terminal equipment (For example, third-party usage of wireless routers).

10.9. To ensure by the installation of appropriate software on their device that there is always a updated protection against viruses, worms, Trojan Horses as well as to prevent access by third parties via the Internet on data, stored in the terminals by using a firewall or similar.

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

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

The customer commits themselves to refrain from the following:

10.12. Dispatch 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),

10.13. Faking of sender information or other header information.

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

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

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

10.17. Distribution of viruses, worms, Trojan Horses etc.

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

10.19. To make possible juvenile access to youth-endangering offers.

11. Disturbance clearance

11.1. A TKS hotline is available for customers every day to report problems.

11.2. If maintenance work is necessary which can cause interference or interruptions, they will be performed in off peak times where there is little traffic.

11.3. 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 extra for the expenses incurred to TKS in a separate invoice.

12. Payment Conditions

12.1. Upon conclusion of contract TKS may ask for a security payment. This security payment will be reckoned against the customer's final bill after termination of the contract.

12.2. Principally the invoice is delivered via e-mail to the customers specified e-mail address. The customer is obligated to retrieve regularly the invoice data. Only when explicitly requested can the customer receive for a small additional surcharge a paper invoice delivered. The additional surcharge for the paper invoice can be found on the price list for easyConnect Bundle.

12.3. Starting at the day on which the service is initially provided ready for operation, monthly charges are to be paid for the rest of the month on a pro rata basis. Thereafter charges are to be paid on a monthly basis in advance. In the event that charges are to be paid for parts of a calendar month, charges shall be prorated for each day.

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

12.5. Payment of charges can be made via direct debit, bank transfer, credit card direct debiting, online payment, or, in all TKS shops via cash or credit card. TKS shall debit the agreed account not before the tenth day following the receipt of the bill. Costs for returned direct-debit orders or credit card direct-debit have to 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.

12.6. 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. Objections

Objections against the amounts of fees charged by TKS are to be submitted to TKS immediately after the bill has been received. Complaints must have been received by TKS within six weeks after receipt of bill. If no objections are made in time, this is regarded as acceptance; on its bills TKS will point out the consequences if customer fails to raise objections in time. Customer's other legal claims for complaints after the deadline shall remain unaffected.

14. Amendments of the General Terms and Conditions, Specifications and Prices

14.1. The General Terms and Conditions may be amended, provided that this does not affect essential provisions and regulations of the contractual relationship and that amendments are necessary to be able to adapt to developments which could not be foreseen at the time when the contract was concluded and which would lead to a noticeable imbalance of the contractual relationship. Essential provisions are, in particular, those that deal with the type and scope of the contractually agreed services and the contract term including the termination provisions. Furthermore adjustments or amendments to the General Terms and Conditions may be made to the extent that they are necessary for the elimination of problems in performing the agreement due to gaps in the provisions that have arisen after the conclusion of the contract. In particular this may be the case if legal provisions are changed and one or several clauses of these General Terms and Conditions are affected hereby.

14.2. Specifications may be amended for valid reasons as long as customer is not subjected to any considerable disadvantage compared to the situation as it was when the contract was concluded (e.g. maintenance or improvements of functionalities) and if amended specifications do not deviate significantly from the original specifications. Valid reasons exist e.g. if technical improvements to the services owed under the agreement are available on the market or if third parties contracted by TKS for advance services necessary for the provision of its services change their service offer.

14.3. The agreed prices may be raised to compensate for cost increases. This is e.g. the case if third parties contracted by TKS for advance services necessary for the provision of its services owed under the agreement increase their prices or if such price increases are required by the Federal Network Agency due to regulatory measures.

14.4. If TKS intends to change the General Terms and Conditions or the Specifications or to raise the prices according to paragraphs 11.1 to 11.3, customer must be informed about these changes in writing at least six weeks before they are to go into effect. At the effective date of the changes customer shall have the exceptional right to terminate the contract. If customer does not terminate the contract in writing within six weeks after having been informed about the intended changes, the changes shall become part of the contract at the same time when they go into effect. The customer shall be explicitly informed of this consequence in the change notification.

15. Default

15.1. If customer is in arrears with at least one monthly payment, TKS has the right to block the easyConnect Bundle service at customer's expense. In this case customer remains obliged to pay the monthly fee.

15.2. If customer is in arrears with the payment of fees or a considerable part thereof for two consecutive months or over a period of more than two months, customer is in arrears with the payment of monthly fees to the amount corresponding to the monthly basic price for two months, TKS is entitled to terminate the contractual relationship without notice.

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

16. Liability of TKS

16.1. For damage, resulting from the provision of telecommunication services to the public, TKS is liable under the provisions of the Telecommunications regulation.

16.2. In addition TKS is absolute liable for all damages caused by intent, gross negligence or lack of guaranteed properties.

16.3. In cases of slight negligence, TKS is liable in case of injury to life, body or health. If TKS is due to slight negligence in default with their performance, or when the provisioning of service has become impossible, or if TKS has breached an essential obligation, the liability of thereby caused property- or financial damages is limited to the contractual typical foreseeable damages. A significant obligation is an obligation in which such fulfillment makes the due performance of the contract possible in the first place, which jeopardizes the achievement of the purpose of the agreement and on observance the customer may duly rely.

16.4. For the loss of data TKS is only liable in case of slight negligence under the conditions and within the scope of clause 13.3, if the customer has backed up its data at appropriate intervals, in an appropriate form, so that they can be recovered with reasonable effort.

16.5. The liability for all other damages is excluded, in particular for data loss or hardware failures caused by incompatibility of existing components on the customer's PC system with the new or modified hard- or software and responsible for arising system disorders caused by existing misconfigurations or old, disruptive, or not completely removed drivers. The liability under the provisions of the Product Liability Act shall remain unaffected.

17. Move

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 TKS easyConnect Bundle, TKS strives punctually to provide service at the new location presuming that all the technical requirements are given. The original phone number is a geographically telephone number.

a) Move on-base same location:

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

b) 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.

c) 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 issues a new phone number.

d) 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 issues a new phone number.

e) 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 issues a new phone number.

f) 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 issues a new phone number.

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

18. Contract Termination

18.1 The easy connect bundle contract can only be terminated completely; there is no possibility to cancel individual components (i.e. easyTV) separately.

18.2 Termination conditions are depending on the connection type. The connection Type is determined from the technical capability at the requested location. On the requested

contract as well as the confirmation is listed the type of connection that will be connected.

18.3 Basic cable connection - The service contract may be terminated daily. The termination must be made in writing. Cancellation of a request for service for TKS easyConnect can be done cost-free after signing the agreement of service up to 3 working days before the announced activation date at the latest. By non-compliance within the time-limit a 50.00 € fee is to be paid by the customer.

18.4 DSL connection - The Termination request must be submitted in writing from the contract holder 30 days prior to the end of the month with the termination becoming effective at the end of the month. Cancellation of a request for service for TKS easyConnect can be done cost-free after signing the agreement of service up to 8 working days before the announced activation date at the latest. By non-compliance within the time-limit a 90.00 € fee is to be paid by the customer.

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

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

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

18.8 Regardless if the termination of contract is requested or executed from the customer or TKS, TKS is allowed 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.

17. Final invoice

17.1 Payment Upon Cancellation (PUC)

If a customer terminates on 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. An itemized invoice is not possible with this type of invoice (PUC).

If the customer accepts and pays the PUC as the final invoice then principally all demands from the TKS are fulfilled, unless afterwards it turns out that the actual invoice amount considerably higher is as the calculated average amount (PUC) of the past time frame. In these cases TKS reserves the right to hold the customer liable to pay the difference between the PUC and the actual invoice.

17.2 Detailed final invoice

If the customer does not accept and pay the PUC, then they will receive with the next billing cycle a detailed final itemized invoice. A request for a detailed final invoice is only possible when the customer leaves TKS a forwarding address for the invoice as well as a request for automatic withdrawal from their bank account or credit card for the invoice amount.

18. Privacy Information

Help us to protect your personal data. Use your data protection rights. You do not want us to use your data for promo-

tional purposes? Then we will change this in accordance with your wishes. You want to know which data we hold on file about you. Or your contact details need amending? Simply get in touch with us. Learn more about privacy at TKS on www.tkscable.com/privacy.

19. Other Conditions

19.1. TKS is entitled to commission third parties to carry out services as sub-contractors. TKS is liable for the provision of services provided by sub-contractors as if they were its own.

19.2. Customer shall have the right to transfer the rights and obligations arising from this contract to a third party, only with the prior written consent of TKS.

19.3. Contractual relations of the parties are governed by German law.

19.4. Place of performance for the service is Kaiserslautern.

19.5. Place of jurisdiction and governing law:

If the customer is a merchant, legal entity of public law or special fund under public law, or is without general national place for this contract, the place of jurisdiction is Kaiserslautern.

19.6. If any provision of these General Terms and Conditions are or become completely or partially invalid, the validity of the remaining provision will remain unaffected. In such a case, the contract participants are obliged to participate in the conclusion of provisions, in which the solution shall be achieved to be a legally valid result that comes as close as possible to the commercial intent of the invalid provision.