

## TKS easyMobile 4G LTE General Terms and Conditions

### 1. General

1.1. Contract partners are TKS Telepost Kabel-Service Kaiserslautern GmbH & Co. KG (called TKS in the following), Altes Forsthaus 2, 67661 Kaiserslautern (Amtsgericht Kaiserslautern HRB 2682), and the customer.

1.2. Deviating terms and conditions of the customer do not apply, even if the provider of the application has not been expressly contradicted.

1.3. The provisions of the Telecommunications Act (TKG) - in the current version - apply even if subsequently not expressly refer to them with respect. The customer also agrees to the terms and conditions of Vodafone with the use of the Vodafone WLAN hotspots.

### 2. 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 TKS easyMobile products in connection with a mobile communication access.

The TKS easyMobile contents are intended for private use only and must not be used for any commercial purposes or rebroadcast to the public. (Exception: TKS has concluded a contract with the respective providers that explicitly approve such usage).

### 3. Conclusion of the Contract

3.1. The contract can only be concluded in the military sponsor's name and for non-military members with valid identification or passport. It is also mandatory to provide a credit card or bank account information upon signup. From this credit card or bank account TKS will once a month automatically withdraws the current invoice.

A maximum of three contracts can only be issued to one customer.

The contract is concluded upon receipt of the order confirmation but at the latest when the SIM card has been activated. The monthly charges start with the activation of the SIM card and are pro-rated based on the remaining monthly time frame. The service budgets (e.g. minute budget, SMS budget, data budget, and etc.) are also prorated.

3.2. The TKS is not obliged to accept the customer's request. The TKS is specifically authorized to make the acceptance of the proposal conditional on a positive information about the customer's credit is granted. TKS reserves the right not to accept the request if the customer is in payment, in arrears, which arise from an earlier or remaining other contractual relationship with the TKS, the customer has made incorrect statements about his creditworthiness or data are for the determination of the assessment of the creditworthiness of importance, or when paths circumstances have been identified on other things that lead to reason to doubt the creditworthiness of the customer.

3.3. Fees for tariff change and processing fees for other services and charges incurred at contract completion will generally be charged from the TKS after the service performance has been provided or with the final invoice.

3.4. TKS offers only contract conclusions without telecommunication hardware. These contracts have a 0 month minimum term of agreement.

A VAT form can be used for TKS easyMobile service.

To receive the VAT exemption the customer must provide a VAT form for the following month before the end of the month and receives the VAT exemption. Third party service costs are not VAT exempted (e.g. ring tone abo).

The customer has the opportunity to make an installment purchase (payment plan) for telecommunication hardware. There is a separate contract required for an installment purchase plan. There is no VAT exemption possible on a hardware installment purchase.

For more information about installment purchase plans refer to Installment purchase general terms and conditions.

3.5. If the customer applied to the porting of a phone number from another (third party) mobile service provider to the TKS, the contract with the service provider deviates from paragraph 3.1 to the contract is valid as of the actual porting date. If the customer, as far as technically possible, requests an alternative number before the porting date, there will be a number assigned for this time frame until the porting date. The time of allocation of this alternative telephone number is also the date of the contract conclusion.

3.6. Customer explicitly acknowledges that at the time of order only valid tariffs can be agreed to. This also applies to the time of the porting.

### 4. Right of revocation

The right of revocation is not given.

### 5. TKS special offers

TKS reserves the right to offer specials such as free activation, 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 in writing 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.

When the customer has participated on a special offer and the service is cancelled, regardless if the termination of contract is requested or executed from the customer or TKS, the customer is no longer eligible for at least 6 month duration time for this special offer.

### 6. Customer's obligations and responsibilities

6.1. The customer has to ensure that there are sufficient funds in the respective account. For each credit card or bank 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.

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

6.3. Customer agrees to keep Personal Identification Number (PIN) and Personal Unblocking Key (PUK) secret, also not to provide it to a third party, and not to store the security information (PIN & PUK) with the telecommunication hardware. The customer is held responsible to change the PIN immediately after reception. The customer is responsible to never turn off this security function.

If the security function has been deactivated 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 PIN and PUK the customer is held responsible to immediately request a new SIM card which provides them new security codes (Replacement SIM card cost applies to the customer).

6.4. By lost or theft of the SIM card (hardware device) the customer is held responsible to request a block on service

immediately (blocking charges apply to the customer). The customer is held liable for all cost until blockage occurs.

6.5. In case of theft, loss or misplacement of the SIM card (hardware device) the customer remains obliged to pay for the usage, independent charges due to the use of the SIM card 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.

6.6. 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.

6.7. TKS easyMobile service must not be utilized in an excessive way which may result in an overload of the access. This applies especially to flat rates included within the service plan. Permanent connections are not allowed and may be cut off by TKS, if necessary. The flat rate offer is addressed to customers with private usage profile. The flat rates are not valid for value-added services, telecommunication services and not for providers of mass communication services, in particular providers for fax broadcasting service, call centres and telephone marketing service. Furthermore the flat rates do not apply for the permanent networking or connection of locations or telecommunications installations of the customer.

6.8. The provided access must not be abused e.g. by making threatening or molesting 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 all information with the purpose of incitement to demagoguery, instructions how to commit criminal acts or information which glorifies or minimizes violence or is sexually offensive in the sense of § 130, 130a and 131 StGB, contents which are pornographic in the sense of § 184 StGB or may be morally harmful or damaging to children and teenagers or might harm the reputation of TKS.

6.9. Customer agrees to deny young people under 18 accesses to offers which are liable to have an undesirable influence on young people's moral development.

6.10. 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 transmitted via internet access or otherwise transmitted contents (e.g. e-mail, newsgroups, chat services etc.)

6.11. 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.

The customer commits themselves to refrain from the following:

6.11.1. 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),

6.11.2. Faking of sender information or other header information.

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

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

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

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

## **7. TKS liability**

7.1. For financial losses the service provider is liable up to an amount of € 12,500.00 per customer. Accrues the compensation liability through an uniform act or a damage cause occurrence to multiple customers; is the compensation liability for the complete injured parties € 10,000.00 per damage caused event. If the sum of the individual claims for damages exceeds the upper limit, the compensation shall be reduced in proportion to the ratio between the total claims for damage and the upper limit. The limit of liability amount is not applicable for damages caused by intentionally or gross negligence.

## **8. Terms of Payment**

8.1. The monthly charges start with the activation of the SIM card and are pro-rated based on the remaining monthly time frame. Thereafter monthly charges are to be paid one month ahead of time. The service budgets (e.g. minute budget, SMS budget, data budget, and etc.) are also prorated. 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.

8.2. The usage-related and usage-independent fees the TKS usually provides on a monthly basis. In addition, the TKS reserves the right to charge via invoice for additional services that have been used according to the contractual agreement (e.g. Roaming usage).

8.3. All payments are due upon receipt of the invoice by the customer to pay.

8.4. The customer is automatically and without prior notice in default for paying the invoice, if it is not paid within 30 days after the due date.

8.5. TKS is entitled to monitor the accruing connection charges (voice, and data connections are included in monitoring. Third party services and roaming are not included in the monitoring) on a permanent basis. If a certain threshold value has been reached, customer may either be notified or service may be disconnected. This is a protective measure for both customer and TKS. Detailed information regarding TKS easyMobile monitoring is specified in the service description.

8.6. A VAT form can be accepted. The VAT form must be provided to TKS before the end of the month for the following invoice month.

8.7. 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.

8.8. The agreed prices according to the price list are due immediately after the invoice was generated and have to be paid promptly. In general customers receive the TKS easyMobile invoice via e-mail, upon explicit request a printed bill may be created for a small fee according to the price list to customers instead. TKS easyMobile customers must authorize a direct credit card debit or bank debit authorization

for payments. The automatic withdrawal takes place earliest 3 days after the issued invoice (Refer to the actual invoice for the exact date.). Costs for returned direct-debit orders or credit card debiting have to be paid by the customer to the extent that customer can be made responsible for the event that caused the costs. In the case that there are not enough funds to cover the invoice at the time of the request, TKS will attempt to deduct the invoiced amount numerous times. Any time a request for automatic withdrawal is unsuccessful, TKS reserves the right to charge an additional surcharge per occurrence. After numerous attempts still being unsuccessful the automatic withdrawal will be discontinued. At this time the service will be blocked.

8.9. In case of late payment the customer will be charged a reminder fee according to the price list.

8.10. Late Payment - TKS will charge according to the price list a late fee for payments received lately. If the customer fails to pay on time, TKS is entitled to block the customer's mobile communications line so that only emergency calls will be possible. The blocking costs are payable by the customer. The current TKS price list will apply.

If a customer is in default, the following TKS reminder process will be initiated:

Level 1: The customer receives a reminder via e-mail as well as a text message informing about the outstanding payments.

Level 2: Another e-mail and text message reminder is sent to the customer, informing the customer that service will be terminated if due payments are not made. After this reminder has been sent the customer's mobile communication line is fully or partly blocked (blocking charges apply).

Level 3: Contract agreement will be terminated without further notice.

Level 4: Data are handed over to a collection agency.

The time frame of the various dunning steps is determined by TKS.

## 9. Objections

Objections against the amounts charged by TKS are to be submitted to TKS immediately after the invoice has been issued. Complaints must have been received by TKS within six weeks after invoice date. If no objections are made in this time frame, the invoice charges are regarded as accepted; on its invoice 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. Objections against cost charged by third party, need to be reconciled directly with them.

## 10. International Usage

10.1. Roaming fees may apply to incoming and outgoing calls, internet use, text messages, MMS, and e-mail push when located outside Germany.

Before making or using international connections, internet, text messages, MMS, video phoning, and Blackberry refer to the separate cost information sheets that can be obtained from TKS ([www.tkscale.com](http://www.tkscale.com)).

10.2. The service provider states explicitly that with the use of roaming connections, connections to premium services, as well as the usage over the voice or data network from value-added services the transmission data that is needed for billing by the network provider can be delayed. The late transmission of data can cause that the billing data is not present in a timely manner to produce the invoice in the month in which the usage occurred, therefore the billing data must be added to one of the following monthly invoices. This also

applies to customers who have chosen a tariff with a minimum usage or a budget for included minutes and text messages.

## 11. Voice mail / Call Forwarding

Before the utilization of call forwarding it must be ensured that the owner of the access to which calls are being forwarded agrees. Voice mail and call forwarding is not generally free-of-charge in Germany or in the networks of international roaming partners. Rates vary depending on the chosen TKS easyMobile plan and the country; refer to the rates for International roaming, a TKS representative can provide additional information.

## 12. Text Messaging

The fee for text services is created by the transmission of the text message in the receiver's network. The delivery of the text message to the desired recipient depends on their accessibility. Text messages that are undeliverable will be deleted for technical reasons within 48 hours.

## 13. Service Blocks

13.1. The TKS is entitled to block the service completely or partly if the TKS has significant knowledge that the phone number use has caused repeated or serious violations of legal prohibitions in the meaning of § 45o TKG.

13.2. Despite a block on service the customer remains obligated to pay for the usage-independent charges, in particular the monthly basis and option prices (basic charges, flat-rate price, etc.).

## 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 the essential 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 regulations are, in particular, those that deal with the nature and extent of the contractually agreed services and the contract term including the termination regulation. 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 regulation that have arisen after the conclusion of the contract. In particular this may be the case if legal regulations 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. 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 16.1 – 16.3, customer must be informed about these changes in writing before they 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. Transfer of rights & obligations under this contract

15.1. A transfer resulting from this contractual relationship through the rights and obligations from the TKS to the following company is permissible without the consent of the customer (address of the company, unless indicated otherwise: Altes Forsthaus 2, 67661 Kaiserslautern): Vodafone GmbH, Ferdinand-Braun-Platz 1, 40549 Dusseldorf

15.2. A transfer resulting from this contractual relationship through the rights and obligations from the TKS is furthermore not permitted on an unspecified third party without the customer's consent. In this case, the TKS will notify the customer of the planned transfer by e-mail or another writing form at least four weeks in advance. The customer has the right of an extraordinary termination within a period of four weeks from receipt of the notification of contract. The TKS will inform the customer about the right of an extraordinary termination in the statement as well as the beginning of the time frame.

15.3. If this agreement accordance to paragraph 14.1 or 14.2 is transferred to another company, the consent for data usage also applies to the new company in which this contract was transferred to.

## 16. Contract Term/Termination

16.1. The TKS informs the customer that the disconnection of the SIM card is usually done within the course of the confirmed cancellation date. The customer is obligated to pay all charges up to the deactivation of the SIM card.

16.2. The TKS easyMobile communication service agreements have a 0 month minimum term of agreement and starts with the activation of the SIM card. The Termination request must be submitted in writing from the contract holder one month prior to the termination with the termination becoming effective at the end of the following month. If no written cancellation is submitted the contract will continue on a monthly basis with the same cancellation conditions.

When the TKS easyMobile contract is terminated the TKS easyMobile hardware installment plan of that mobile contract will automatically be terminated and the complete installment plan is due on the day of cancellation. TKS is allowed to deduct the outstanding installments via credit card or bank debiting. All hardware purchased with a hardware installment contract remains the property of TKS until all installments are paid. TKS reserves the right to reclaim the hardware as long as there are outstanding installment payments to be made.

TKS may terminate the contract on any day with the termination becoming effective at the end of the month.

TKS will not grant a reconnection in the event that TKS terminates the contract because the customer is in arrears with payments. A new contract can only be established under the prerequisite that the customer has paid all outstanding amounts. TKS is furthermore entitled to request payment of a security down payment. The amount of this down payment depends on the amount with which the customer was in arrears with payments and which led to the termination of the contract. The new contract will be issued with a new phone number and SIM card. An activation fee applies for the new contract.

16.3. Additional services (options) - The termination request for additional services must be submitted in writing from the contract holder one month prior to the cancellation date with the termination becoming effective at the end of the following month. If no written cancellation is submitted the additional service will continue on a monthly basis with the same cancellation conditions.

16.3.1. Data Update options can only be terminated with the termination of the complete contract or with any up- or down-grade to a new tariff that already includes this feature.

16.3.2. The SpeedUp option starts on the requested date and ends with the termination of mobile contract. The SpeedUp option can not be canceled without cancelling the entire mobile contract.

16.3.3. The GigaPass option starts on the requested date and ends with the termination of the mobile contract. The GigaPass options can not be canceled without cancelling the entire mobile contract.

16.4. Termination of standard service with additional service (options) - with the termination of standard services the additional services will also end.

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

16.6. Regardless if the termination of contract is requested or executed from the customer or TKS, TKS is allowed to deduct all outstanding invoice amounts, installments, fee for all non-return lent hardware, and processing fees via credit card or bank debiting.

## 17. Extraordinary Termination/Compensation

17.1. The parties are entitled for cancellation without notice of the contract for an important reason according to legal regulations.

An important reason exists in particular if

- a) the customer violates the under Item VIII: 9, 10 and 11 set out obligations
- b) there exists no valid e-mail address of the customer

17.2. If the TKS cancels the contract without notice for a good cause, which is the responsibility of the customer, the TKS reserves the right for compensation according to the relevant legal provisions.

## 18. Final invoice

Detailed final invoice

A detailed final invoice will be issued after the cancellation date and the normal billing cycle has been completed.

## 19. Privacy Information

Help us to protect your personal data. Use your data protection rights. You do not want us to use your data for promotional 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](http://www.tkscable.com/privacy).

## 20. Other conditions

20.1. The contract parties' contractual relations are governed by German law.

20.2. 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.

20.3. 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.

20.4. Place of performance for the service is Kaiserslautern.

20.5. 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.

20.6. 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.