TKS easyMobile
General Terms and Conditions

TKS Telepost Kabel-Service GmbH located in Altes Forsthaus 2, 67661 Kaiserslautern, Germany and is hereinafter referred to as “TKS”.
TKS provides the customers with a mobile communication access. This product is further referred to as “TKS easyMobile“.
These general terms and conditions also apply if TKS provides its services on behalf of the Army & Air Force Exchange Service, referred from here on 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. In this case, the customer of The Exchange confirms his/her knowledge of The Exchange’s terms and conditions for this contract, available at: www.shopmyexchange.com/customer-service/terms-and-conditions, that will be part of the customer’s contract with The Exchange. In addition to this complete version of the TKS easyMobile general terms & conditions, the customer of the Exchange hereby accepts the TKS service specifications, and the applicable TKS price list that can be found at: www.tkscable.com/terms. In case of any conflict between The Exchange’s terms and conditions and the TKS general terms and conditions, the TKS service specifications or the TKS price list, the TKS general terms and conditions, the TKS service specifications and the TKS price list shall prevail. For the avoidance of doubt, the term “TKS” in these general terms and conditions means for these costumers “TKS on behalf of the Exchange.”
With the use of the Vodafone WLAN hotspots these general terms and conditions, the TKS price lists, the TKS service specification, general terms and conditions of Vodafone GmbH form integral parts of the contract. Telecommunications law, in particular the German Telecommunications Act TKG always applies, even if the general terms and conditions do not explicitly refer to it, and even if it is not mentioned explicitly.

Data Privacy Notice (GDPR)

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

1. Prerequisites for utilizing the services.

1.1. TKS accepts only natural adult persons as customers.

1.2. The contract can only be concluded in the military sponsor’s name and for non-military members with valid identification or passport.

1.3. It is also mandatory to provide a credit card or bank account information upon signup.

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

1.5. Giga plus / Giga Connect can only be added to a standard Giga plan.

2. Subjet matter of 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. Entering into a contract

3.1. The customer makes the contract request by signing the applicable order form or ordering the service via telephone. The contract is only concluded once TKS accepts or confirms the order, or at the latest after the SIM card has been activated.

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 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.
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.

3.3. Kids tariffs are only available for children under 18 years of age (proof required). After the 18th birthday, contract must be changed to a standard tariff.

3.4. Giga plus / Giga Connect plans can only be added to a standard Giga plan and this combination forms a group. A group consists of one standard Giga plan and up to a combination of 3 Giga plus / Giga Connect plans in total. The plans in a group can be owned from one person or from different persons. The standard Giga plan is the “Admin” (owner of the group) and the Giga plus / Giga Connect plans are “Members” of a group. It is possible to be the “Admin” (owner) of more than one group. Each Giga plus / Giga Connect plan uses its own data volume, there is no data sharing available. All members of the Giga group surf at the maximum available speed of the individual plan.

4. 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, the services will be charged with the applicable German value-added tax (VAT-Umsatzsteuer). Third party services are not VAT-exempt. Their VAT charges will be fully passed on to the customer. If you have any VAT-related questions, please visit your local TKS shop, contact the TKS hotline located in Germany with the telephone number 0631-3522-499 or visit the TKS website at www.tkscable.com/service/vat-relief.

5. Service specifications on the performance by TKS

TKS provides the following services for the product TKS easyMobile:

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

5.2. 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. For more information about installment purchase plans refer to “easyMobile Terms Hardware Installment Purchase”.

5.3. 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 5.1 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.

5.4. 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.

6. 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 either of these cases, it is the customer’s responsibility to cancel the service within 6 (six) working days prior to the end of the term of the special offer. If the customer fails to do so, the service will automatically continue, and the standard price will be charged.
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 months duration time for this special offer.
The TKS also reserves the right to hold the customer liable to reimburse TKS the full amount of the received reduction if the cancellation takes place within 3 months.
Combined service specials are valid until at least one of the services from the combination is terminated or until defined expiration time frame has been reached. In both cases the special conditions are ended, and all services will be charged at standard price and include only the standard features.

7. Availability

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

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

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

8. Right of revocation

If a customer cancels the order later than three working days before the announced activation date, TKS will charge the customer a 50.00 € termination fee. If customer cancels the service at the same day of activation or later than 3 working days in advance, revocation is not possible, and customer will be charged until the end of the following month. The standard conditions for termination apply.

9. Customer’s obligations and responsibilities

The customer has the following responsibilities:

9.1. The customer must ensure that there are sufficient funds in the respective account. The agreed prices according to the price list are due and payable immediately after the invoice is generated and must be paid promptly. Any costs for bounced checks, returned direct-debit orders, or returned credit card direct debit orders are borne by the customer to the extent that customer is responsible for the event that caused the costs.
According to the price list, TKS will charge a late fee for payments received lately.

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

9.3. 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).

9.4. 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.

9.5. 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.

9.6. 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.

9.7. The provided access must not be abused e.g.: by making threatening or nuisance calls. Furthermore, it is not allowed to communicate information with illegal or morally offending

contents to other callers or to inform others about such contents. This includes (but is not limited to) the following information:

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

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

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

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

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

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

9.12.1. Dispatch and distribution of unwanted advertising emails, junk emails, other unwanted messages, so-called mail bombs etc. to individual persons, distribution lists or several news groups (Spamming).

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

9.12.3. Faking of sender information or other header information.

9.12.4. Collecting information on persons and their email addresses without owners' consent.

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

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

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

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

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

10. Liability of TKS

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

10.2. TKS shall be subject to unlimited liability for damages based on fault that have caused injury to life, body, or health. For property damage and for financial loss outside the scope of application of Section 10.1 above, TKS shall be liable without limitation in the event of intent and gross negligence. Otherwise, TKS shall only be liable in the event of culpable breach of essential contractual obligations, whereby the liability shall be limited to the compensation of the foreseeable damage that is typical for the contract. An "essential obligation" is one whose fulfilment renders the proper execution of the contract possible; whose breach endangers the achievement of the purpose of the contract, and on which the customer may regularly rely that it will be observed.

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

11. Assistance in case of disturbances

A TKS hotline (in Germany 0631-3522-499) is available for customers every day to report disturbances.

12. Payment conditions by TKS

12.1. TKS provides a monthly invoice that is itemized. Unless otherwise agreed by TKS, the invoice is delivered via email to the customers specified email address. Only when explicitly requested the customer can receive a paper invoice delivered for a small additional surcharge.
Online billing is also possible. When online billing is selected, the customer is required to monitor his/her account at least once a month. When TKS generates an invoice at the online portal, the bill is considered delivered.

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

12.3. 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. 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).

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

12.5. 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.

12.6. 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 on theTKS easyMobile service is specified in the service specification description.

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

12.8. 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 email, 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.

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

12.10. 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 email as well as a text message informing about the outstanding payments.

Level 2: Another email 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.

13. Complaints

Complaints regarding the charged amount or other utilization prices must be made in writing immediately after receipt of bill. Complaints to TKS must be received by TKS within six weeks after invoice date. If complaints are not made in time, the bill is deemed accepted by the customer; on its invoice TKS will point out the consequences if customer fails to raise objections in time. The customer's legal claims over complaints remain unaffected after the deadline.
Objections against cost charged by third party, need to be reconciled directly with them.

14. International usage

14.1. Roaming fees may apply to incoming and outgoing calls, internet use, and text messages when located outside Germany. Detailed cost information can be found on the TKS website at www.tkscable.com/terms.

14.2. 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.

Included roaming connections do not apply to international waters (e.g.: ferry, boat trips, etc.) or service numbers. EU flat rate applies only for temporary trips within the EU-countries (for more information refer to service specifications).
The EU Roaming is only valid in TKS easyMobile / Vodafone (partner) networks. For all countries outside of the EU refer to "easyMobile Options Roaming".

14.3. Kids, Smartwatch, and Giga Connect plans have no international calling. Kids and Giga Conect plans have no roaming service and Smartwatch has only EU roaming available.

15. 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.

16. 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.

17. Service blocks

17.1. 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.

17.2. 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.).

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

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

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

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

18.4. In the case of paragraph 18.1 to 18.3 above, TKS will communicate the intended changes of the general terms and conditions and/or the service specifications as well as price increases caused by an increase of the value added tax to the customer fully in advance and in written form before they are going into effect. Once that such communication will be received, each affected customer has the extraordinary right of termination. If the customer does not terminate the contract in writing within six weeks after such receipt, the modification will automatically go into effect and become part of the existing contract. The customer will be made aware in the notification of change of the consequences of such extraordinary termination.

19. Transfer of rights & obligations under this contract

19.1. 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

19.2. 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 email 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.

19.3. If this agreement accordance to paragraph 19.1 or 19.2 is transferred to another company, the consent for data usage also applies to the new company in which this contract was transferred to.

20. Termination

20.1. 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.

20.2. 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.

The Giga plus / Giga Connect plans run independently from the standard Giga plan and therefore each individual contract must be requested to be cancelled. If the standard Giga plan ("Admin") is cancelled, the oldest Giga plus / Giga Connect plan automatically will be switched to a standard Giga plan and is then the new "Admin" (Owner) of the group.

The oldest Giga plus / Giga Connect plan will be switched as follows:

- Giga 5 plus or Giga 20 plus will be changed to a standard Giga 25 plan (standard price applies).
- Giga 100 plus flex or Giga Unlimited plus will be changed to a standard Giga 50 plan (standard price applies).
- Giga Connect will be changed to a standard GigaData 50 plan (standard price applies).

Quad-Play Discount: If the Giga 280 or Giga Unlimited is cancelled the Quad-Play discount for TKS easyConnect Bundle will be discontinued.

If the Giga (25, 50, 50 Family, 280, or Unlimited) contract is cancelled before the Kids contract the rebate will be lost and the standard price will be charged.

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.

20.3. 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.

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

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

20.6. With terminating the contract for standard services, the contract for additional services (options) will also be terminated automatically.

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

20.8. Irrespective whether the termination of contract being requested or executed by the customer or by TKS, TKS is always entitled to deduct from the available credit card or bank information all outstanding invoice amounts, processing fees, via credit card or bank debiting.

21. Extraordinary termination & compensation

21.1. 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 email address of the customer.

21.2. 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.

22. Detailed final invoice.

The customer will receive a detailed itemized final invoice with the next billing cycle. Depending on the date of the termination request and the date when the last phone calls have been made, TKS may need up to two additional billing cycles to show all outstanding charges. TKS can only process a request for a detailed final invoice when the customer provides TKS with a forwarding address for the invoice as well as a request for automatic withdrawal from their bank account or credit card for the invoice amount.

23. Other conditions

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

23.2. 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.

23.3. As set forth in Clause 18 above, TKS is entitled to make changes in the price list, service specification, or to the general terms and conditions. All changes are published under www.tkscable.com/terms. Upcoming changes will be notified and announced in a timely manner on the monthly invoice to the customer. 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.

23.4. 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.

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

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

23.7. 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.

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

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