

Terms and Regulations for German mobile phone contracts

Please read through and initial each of the following paragraphs to fully understand your contract:

1. Activation Fee

There will be an activation fee of 29, 99 Euro for each contract. For specials and specific periods an activation fee might be waived, however the waiver will only be valid for the dates specified on the advertisement or contract.

2. Contract Cancellations and Contract Suspension

All service plans with a duration need to be canceled in writing.

Regular cancellations have to be submitted 3 months and 1 day prior to the end date of the contract. If the contract is not cancelled in time, it will automatically be renewed for 12 months.

Cancellation based on PCS orders:

In case of unexpected reassignment from Germany to another country, you will be allowed to cancel and have following options:

- a. Keep your phone and pay a one time buyout fee based on the phone value for the remainder of the contract (will be calculated on the monthly fee for the phone times the number of remaining months left on the contract).

Example: contract is cancelled after 14 months, leaving 10 months on the contract your monthly fee for an I-phone is 15 Euros a month. In order to keep the phone, you must pay a one time buyout fee of 10×15 Euros = 150 Euros.

Telekom is the only provider that may wave this buy out fee. You will have to provide a set of orders and they must be cut after purchase.

Valid Example: Purchase of service plan 05.05.2012; orders were cut on 06.05.2012

Not valid example: Purchase of service plan 05.05.2012, orders were cut on or before 05.05.2012

- b. Return your hardware and cancel your contract without any penalties. Please be advised, that the phone will have to be in working and acceptable condition i.e. normal wear and tear, no cracked displays or missing pieces.

You may be asked to submit a copy of your PCS orders.

Contract Suspension due to TDY

In the case of pending TDY orders, you will be able to suspend your contract without penalty for the time that you are absent from OCONUS. During the contract suspension, you do not have to pay monthly fees. The remaining contract period will be restarted upon your return. You may be asked to provide a copy of your TDY orders.

2. Final Bill

Once the contract is cancelled, it may take up to 60 days after the contract end date for the final bill to arrive.

3. Signal Strength

If you are not sure, whether you will have a signal with a certain provider at your home, you can ask our representatives for loaner phones with trial simcards for your preferred network. Once you establish the signal strength, you will have to return the phone and simcards to the store and can chose your desired contract plan and mobile phone.

4. Roaming Charges

If you are using your cellphone outside of Germany, you will be charged for incoming calls and text messages in addition to outgoing calls and text messages. Roaming charges will also apply. This includes calls to an active Voice Mailbox and active data packages. Please see one of our representatives for detailed information on Roaming charges.

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5. Calls to other countries

Calls from your cellphone to other countries are not included in flatrates or contracts. You will be charged additional per minute rates. Our representatives will be happy to assist you in finding any tariff options that can be added to your contract for overseas calls.

6. Automatic Updates

Smart phones do automatic updates. If you do not have an option for internet use on your phone, you will be charged by the minute and this will get very expensive. If you are outside of Germany and do have an internet pack option, additional charges will apply for updates and data roaming. This applies even if you have a flatrate, since flatrates for German mobile contracts are only honored in Germany. If you want to avoid roaming charges, please ensure to always deactivate your data roaming on your device prior to leaving the country.

7. Blackberry Service

Depending on which tariff and provider you are using, there will be a fee for the Blackberry Internet Service Option. For example certain providers like O2 will charge a one time fee of 25Euro and a monthly recurring fee of 5 Euro. Also depending on the contract the duration for the Blackberry Internet Option can vary from 4 weeks to 24 months, meaning once you activate it, cancellation cannot be done prior to the end of the duration.

8. Subscription services

When you access the internet through your phone, you will have opportunities to download and order services like e.g. ringtones, videos or subscriptions to user-only mobile websites and applications. Please be aware, that most of these services are subscription services and charge a recurring fee of up to 50 Euros a month. Once you accept their terms and regulations (which most of the time will be in German) you have subscribed to their monthly services and accept these charges. These charges are being billed by a third party, therefore we cannot influence them or take them off your bill.

9. internet pack download limit

Internet options and packs, including internet flatrates come with a download limit. Once this limit has been reached, your internet connection will be slowed down. If you have a flatrate your access is unlimited and you will still be able to use the internet, but the download speed will be decreased. Our representatives will be happy to assist you in finding the ideal internet package for your needs.

10. Geographical phone numbers with the prefix 03321

These numbers are assigned to many Landline/ Internet packages as a home phone number. However, they are not considered a landline, but rather a special prefix and the charges for calls to this number **are not included in flatrates**. In general, you will be billed 49 cents per minute to the 03221 prefix numbers, rates may vary depending on your Provider. Please check with our representatives to see, if your landline package can be switched to a regular landline.

11. Late fees and reactivation fees

In case of insufficient funds on your bank account, the payment for the cell phone bill will be returned. In this case, the Provider will bar your contract for outgoing calls and text messages as well as data use until all bills are settled. You will be able to receive calls and text messages, because those are free of charge. Depending on your provider, there may be charges for late fees and also for reactivation of your card. Certain providers may charge up to 20 Euros for each fee. If the payment for your very first bill is returned, the provider may bar the simcard for both incoming and outgoing calls and text messages as well as data use. This is a precautionary measure to prevent fraudulent charges.

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12. Warranty

Sony Ericsson, Nokia, Motorola, HTC, Samsung, Blackberry offer a 24 months manufactures warranty.
Apple offers a 12 months manufacture warranty

Not included in warranties are:

- Liquid damage
- Cracks, breakage or display damage
- Device defects due to operating errors
- Overvoltage, short circuit
- Fire, lightning
- Explosion, implosion
- Sabotage and vandalism
- Theft
- Burglary
- Robbery, looting

We offer an insurance policy that will cover all of the above mentioned facts and more. Please feel free to ask one of our sales associates for further information.

All manufactures give a 6 months warranty on batteries since this is an expendable part.