



# Business terms and conditions of the minimum monthly amount

(hereinafter referred to only as the "Terms and Conditions")

T-Mobile Czech Republic, a. s. with registered office at Tomičkova 2144/1, 148 00 Prague 4, Company ID number 649 49681 entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 3787

1. It is possible to commit to payment of a minimum monthly amount on conclusion of the Framework Agreement (hereinafter referred to only as the "Agreement"). The level of the minimum monthly amount (hereinafter referred to only as the "MMA") shall be agreed between T-Mobile and the Customer directly in the Agreement. The determined level of the MMA may only be altered over the duration of the commitment subject to the conditions specified in the Terms and Conditions of the Agreement.
2. The Customer shall be obliged to use the services provided in such a way that the total amount billed by the Operator in Billing for Services for each individual billing period does not fall below the level of the MMA over the Monitoring Period (within the meaning of the Terms and Conditions of the Agreement). This shall also apply if provision of services has been restricted or suspended on some or all SIM cards or other Customer devices. The first Monitoring Period starts after expiry of 3 months from the date the Agreement becomes effective, unless the Parties to the Agreement agree otherwise in the Agreement. The Parties to the Agreement confirm that the instrument for checking performance in the Monitoring Period operates on a quarterly basis, always for the period from the 1st, 4th, 7th and 10th month in the calendar year. The Monitoring Period includes billing for services for that billing period which ends in the given quarter. Corrections to Billing for Services performed in claims proceedings shall, for the purpose of meeting the Customer's obligation, be taken into consideration in the Monitoring Period when the correction was made. The MMA shall not include the items specified below, whereas the Operator shall be entitled to change the list of these items at any time.
3. If the Customer breaches its obligation specified in art. 2 of these Terms and Conditions (i.e. use of Services in such a manner that the total amount billed by the Operator in Billing for Services does not fall below the MMA level which the Customer committed to ensure within each individual Monitoring Period), it shall be obliged to pay the Operator a contractual penalty in the level of the difference between three times the MMA and the total amount billed in the Monitoring Period reduced by items which cannot be included. The Customer shall be obliged to pay this contractual penalty for each Monitoring Period in which breach of the Customer's obligation occurred. The right of the Operator to other contractual penalties pursuant to the General Terms and Conditions or other special terms and conditions of other services shall remain unaffected by this.
4. On transfer of the Agreement, the commitment to ensure the MMA shall be transferred to the New Customer. The Original Customer is obliged to inform the New Customer of the existence of this commitment, its level and the remaining period of its duration. The New Customer may not raise the objection against the Operator that it did not know of the existence of the MMA commitment.
5. The following shall **NOT BE INCLUDED in billed amounts** for services provided for meeting of the MMA commitment:
  - VAT
  - brokered sale - Premium SMS, video streaming, Audiotext services, Donation SMS, m-payment, SMS payment, other SMS and MMS of third parties
  - Mobilní internet Extra, Internet Svět Extra
  - individual discount (individual credit) – i.e. the level of the discount does not reduce overall performance of the MMA
  - contractual penalty for early termination of the Contract
  - contractual penalty for non-compliance with the MMA from the Agreement (with the exception of contractual penalties billed to an Authorised Person from the Agreement which are claimed for in expenditure for the Monitoring Period)
  - top-up from Twist into Billing
  - costs for reminders
  - contractual interest, court costs
  - overpayments, deposits and incoming payments
  - credit note (from non-compliance with the MMA), Debit note for MMA from the Agreement
  - Credit from the last Billing
  - payments for system solution services (e.g. ICT solutions etc.), services provided on the basis of Company Solutions and/or in accordance with the Contract on Establishment and Provision of a Company Solution, unless agreed otherwise in writing.
6. The following **ARE INCLUDED in billed amounts** for services provided for meeting of the MMA commitment:
  - the services of TMCZ (apart from those which are specified above) including activation fees and unsolicited services such as suspension due to non-payment
  - contractual penalties pursuant to the GTCT – blocking outgoing calls, contractual penalty for suspension/blocking
  - contractual penalty for non-compliance with minimum monthly performance (SC)
  - debit notes, credit notes
  - manual documents and invoice cancellations
  - discount on the monthly fee (one of the contractual benefits) or discounts on the monthly fee within the framework of promo events
  - Fixed discount on billing (one of the contractual benefits)
7. The Operator shall be entitled to change these Terms and Conditions; the current version shall always be available at [www.t-mobile.cz](http://www.t-mobile.cz).
8. These Terms and Conditions become effective on 20.10.2018 and replace the Terms and Conditions of MMA valid until now.