



CONDITIONS OF MINIMUM MONTHLY SPENDING LIMIT

(the "Conditions")

T-Mobile Czech Republic a.s., a company with its registered office at Tomíčková 2144/1, 148 00 Prague 4, Company ID No. 649 49 681, registered under Section B, Insert 3787 of the Commercial Register maintained by the Prague Municipal Court

1. A key account customer may be obliged to fulfil a minimum monthly spending limit when concluding the Contract. The value of the minimum monthly spending limit (hereinafter the "MML") is agreed between T-Mobile and the Customer directly in the Key Account Contract (hereinafter the "KAC"). The designated value of the MML may be changed during the term of the obligation only under the conditions set out in the Conditions of the Key Account Contract.
2. The Customer is obliged to use the provided services in a manner so that the total amount billed by the Operator in the Service Billing for each individual billing period in the Reviewed Period (in the meaning of the Conditions of the Key Account Contract) does not decline to less than the MML. This applies even if the provision of services was limited or interrupted on some or all of the Customer's SIM cards or other devices. The first Reviewed Period starts at the start of the first billing period after conclusion of the KAC. For the purposes of fulfilment of the Customer's obligation, corrections to Service Billings performed in claim proceedings are taken into account in the Reviewed Period in which correction was carried out. The MML does not include the items listed below, whereas the Operator is authorised to change this list of items at any time.
3. If the Customer violates the obligation according to Art. 2 of these conditions (i.e. to use the Services in a manner so that the total amount billed by the Operator in the Service Billing for each individual billing period in the Reviewed Period does not decline to less than the MML undertaken by the Customer), it is obliged to pay the Operator a contractual fine equal to the difference between three times the MML and the total amount billed in the Reviewed Period, reduced by uncountable items. The Customer is obliged to pay this contractual fine for each Reviewed Period in which the Customer's obligation was violated. This does not affect the Operator's right to other contractual fines according to the General Business Terms or special conditions of other services.
4. The obligation from the MML is automatically transferred to the New Customer upon transfer of the Key Account Contract. The Original Customer is obliged to inform the New Customer about the existence of this obligation, its value and the remaining duration. The New Customer cannot claim to the Operator that it did not know about the existence of the MML obligation.
5. **The billed amount for provided services for fulfilment of the MML does not include:**
 - VAT
 - Mediated sales – Premium SMS, video streaming, Audiotex services, Donor SMS, m-payments, other third-party SMS and MMS
 - Individual discount (individual credit) – meaning the value of the discount does not reduce the total MML fulfilment
 - Contractual fine for premature KAC termination
 - Contractual fine for failure to fulfil the MML, KAC
 - Costs for reminders
 - Contractual interest, court expenses
 - Overpayments, advances and incoming payments
 - Credit notes (from failure to fulfil the MML), endorsements for MML, KAC
 - Payments for system solution services (e.g. ICT solutions, etc.), services provided based on Corporate Solutions (ProfiNet) and/or Agreements on the establishment and provision of a Corporate Solution (ProfiNet).
6. **The billed amount for provided services for fulfilment of the MML includes:**
 - TMCZ services (apart from those listed above) including activation fees and unrequested services e.g. suspension for payment default
 - Contractual fines according to the GBT – blocking of outgoing calls, contractual fine for suspension/clocking
 - Contractual fine for failure to fulfil the MML (Subscriber Contract)
 - Endorsements, credit notes
 - Manual documents and invoice cancellations
 - Discount on the monthly fee (one of the contractual benefits of KAC) or discounts on the fee within promo events
 - Topping of from service billing.
7. The Operator is authorised to change these Conditions; the current text will always be available at www.t-mobile.cz.
8. These conditions come into effect on 1 May 2016 and replace the MML Conditions valid to date.