

# Terms and Conditions of the Entrepreneur Program

(hereinafter the „Conditions“)

T-Mobile Czech Republic a.s., Tomíčková 2144/1, 148 00 Praha 4, Company reg. no. 649 49 681, Registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File No. 3787

1. These Conditions regulate the rights and obligations according to which the Applicant for an Agreement on the Entrepreneur Program (hereinafter the “Customer” and “EP”) will use the business benefits and fulfil the obligations based on the concluded EP that the Customer and T-Mobile Czech Republic a. s. (hereinafter the “Operator”) agreed in the EP.
2. The Conditions are published on the Operator’s website [www.t-mobile.cz](http://www.t-mobile.cz). The Conditions or part thereof may be further communicated using other means, such as printed advertisements, posters, etc. The Conditions published in this way shall not constitute a proposal to enter into an agreement if the EP itself has not been concluded. In case of a discrepancy between the Conditions published on the internet and the Conditions published in some other way, the version published on the above-specified website shall always prevail.
3. The provisions of the latest version of the General Terms and Conditions of T-Mobile Czech Republic a.s. (the “GBTC”), the Terms and Conditions for Processing Personal, Identification, Operational and Localisation Data of Subscribers, the Pricelist of Services and the valid laws of the Czech Republic shall apply to issues not addressed in the Subscriber Contract, the EP or these Conditions. The GBTC and the Pricelist of Services are published on the website [t-mobile.cz](http://t-mobile.cz).
4. In the EP, the Operator and the Customer have agreed on the rights and obligations associated in particular with arranging special business benefits provided by the Operator to the Customer on the one hand and the related obligations of the Customer and the Operator on the other, especially on the minimum scope of utilised services and the related benefits, as well as on other rights and obligations.
5. When providing the Services and selling products, the Operator provides the Customer with discounts and other benefits based on the EP, as set out in the individual Subscriber Contracts. For the purposes of these Conditions, the Subscriber Contract is not intended to refer to an agreement on utilisation of prepaid Services.
6. **The Customer is obliged to ensure that the billed monthly amount from the Operator for provision of goods and services (MMA) does not in any billing period (hereinafter the “Monitored Period”) drop below CZK 1,000 excl. VAT. This applies even if the provision of services was restricted or suspended on any or all of the Customer’s SIM cards. The Customer’s fulfilment of the MMA is assessed based on the basic prices set out in the Pricelist of services.**
7. **The first Monitored Period starts** from the third whole billing period after conclusion of the EP. The total amount billed in the Monitored Period does not include in particular the following items: VAT, contractual penalties, overpayments, prices of products provided by third parties using the T-Mobile network, and items that are set out in the Conditions of the MMA published at [www.t-mobile.cz](http://www.t-mobile.cz). Corrections in the service Billing made in complaints procedure shall, for the purposes of fulfilment of the Customer’s commitment, be taken into account in the Monitored Period in which the correction occurred.
8. **If the Customer repeatedly breaches his obligation to use Services in a manner so that the total amount billed by the**  
**Operator in the Monitored Period in the Service Billing for each individual billing period within the Monitored Period does not drop below CZK 1,000, the Operator is entitled to withdraw from the EP for reasons of breach of the agreed conditions and to bill the Customer the contractual penalties agreed in the EP.**
9. **The Operator will allow the Customer to switch to the KAA, but at earliest after 6 months from concluding the EP, unless the contractual parties agree otherwise. By switching to the KAA, the Customer loses its contracted benefits and obtains the new ones agreed in the KAA.**
10. The EP is always concluded for the definite term set out in the EP. After the passing of the definite term, the EP expires automatically, unless the contractual parties agree otherwise. Termination of the EP does not affect the maturity of already ordered specific business benefits. The EP comes into effect on the day when the Operator provides the Customer with the first business benefit.
11. Unless the Operator and Customer agree otherwise, it is not possible to provide a new business benefit less than 3 months before the agreed termination of the EP.
12. Unless explicitly stated otherwise, the provided business benefit from the title of the EP is valid always for 24 months from its provision or until the termination of the Subscriber Contract, if this occurs earlier.
13. Unless the Operator and Customer agree otherwise, the provided business benefit is not carried over when changing the tariff to a new tariff.
14. **The Operator is entitled unilaterally to change the provided business benefits for comparable currently offered business benefits.** The Operator is obliged to inform the Customer about the new business benefits. If the substitute business benefit is of the same or better quality and price as the originally agreed business benefit, the notice on unilateral change of the business benefit is automatically considered to be a change in the content of the contractual relationship.
15. The Customer is entitled to withdraw from the EP if the Operator does not provide it with the agreed business benefits. The Operator is entitled to withdraw from the EP if the Customer does fails to pay any of its monetary liabilities to the Operator, even after the Operator provides it with an additional payment deadline. Resignation comes into effect on the date of delivery. Termination of the EP for reasons of violation of obligations by one of the contractual parties does not affect the other contractual party’s option of seeking the penalties for breach of obligations agreed in the EP from the breaching contractual party.
16. The Operator is entitled to cancel the provision of the business benefit if the EP is terminated.
17. The Operator is entitled to amend these Conditions at any time. The Operator and the Customer have agreed that the Customer will be informed about all changes to the Conditions via the website [www.t-mobile.cz](http://www.t-mobile.cz), unless legal regulations stipulate other means of communication as well.
18. These EP Conditions come into effect on 27 April 2014.

