

Terms and Conditions of T-Mobile HotSpot

1. Subject matter:

- 1.1 These Terms and Conditions of T-Mobile HotSpot (**hereinafter referred to as the "Terms and Conditions"**) shall regulate the terms and conditions under which T-Mobile Czech Republic a.s., having its registered office at Tomíčková 2144/1, Praha 4, Company Registration Number: 649 49 681, Tax Registration Number: CZ64949681 (hereinafter referred to as the „Provider“), shall provide the T-Mobile HotSpot service, the procedure when concluding and terminating the contract for the use of the T-Mobile HotSpot service, the terms and conditions under which the T-Mobile HotSpot service is used by its users, as well as other related procedures.

2. T-Mobile HotSpot

- 2.1 T-Mobile HotSpot is a service provided by the Provider allowing the service user high-speed wireless internet access while using terminal equipment (e.g. a notebook) supporting WLAN in an area covered by the WLAN signal ("HotSpot"). T-Mobile HotSpot is based on WLAN (Wireless Local Area Network) technology. T-Mobile HotSpot users pay the price for the service depending on the connection time, not on the amount of data transmitted. A detailed specification of T-Mobile HotSpot is contained in the Provider's information materials relating to this service.
- 2.2 Use of T-Mobile HotSpot shall be understood as the use of high-speed wireless internet access in an area covered by the WLAN signal.

3. Contract for the use of the service

- 3.1 The contract for the use of T-Mobile HotSpot shall be concluded by a person interested in this service by confirming agreement with the Terms and Conditions of T-Mobile HotSpot before using the service.
- 3.2 The contract for the use of T-Mobile HotSpot shall be entered into for the period of time beginning with the confirmation of agreement with the Terms and Conditions of T-Mobile HotSpot and ending with the service user's log-off from the service or, as the case may be, terminating the use of T-Mobile HotSpot in another manner in accordance with these Terms and Conditions.

4. Conditions of use of the service

- 4.1. The WLAN shall be looked up automatically upon the service user switching on the terminal equipment (e.g. a notebook) equipped with the respective WLAN card in the area covered by a WLAN signal. After the launch of the internet browser, the service user will be automatically connected to the T-Mobile HotSpot log-in page. T-Mobile HotSpot can be used by the service user only after confirming agreement to the Terms and Conditions of T-Mobile HotSpot and meeting the conditions specified below in this Article.
- 4.1.1 The service user who has entered into a Subscriber Agreement for the Provision of Telecommunications Services with the Provider, including the Subscriber Agreement for the TWIST Prepaid Service (hereinafter referred to as the "Subscriber Agreement") can send an SMS with the text **Open** to the Provider's short number **9526** before the first use of the service. Subsequently, the service user shall receive an SMS with a user name and password. The service user shall then enter these data on the T-Mobile HotSpot log-in page. After data verification and acceptance, the service user shall be automatically connected and may begin using the service. The user name and password need to be applied for before the first use of the service and the user can use them repeatedly to log in on T-Mobile HotSpot during the period of the following 60 days. After the expiry of the above 60-day period, the validity of the user name and password shall be terminated and the service user can request, as described above, a new user name and password which shall be valid for the following 60 days. The user name and password shall be cancelled after an SMS in the format **Close** is sent from the user's SIM card to **9526**.
- 4.1.2 A service user who has not entered into a Subscriber Agreement can log in on the service upon paying the applicable amount using a credit or debit card (EC/MC or VISA). In such a case, the service user shall fill in the respective form for the payment via a credit or debit card on the T-Mobile HotSpot log-in page and select the connection time (so-called time coupon). After data verification and acceptance, the service user shall be automatically connected and may begin using the service. At the same time, upon a successful log-in, the service user will be shown, on the confirmation page, the user name and password which can be used by the

service user to log in on the T-Mobile HotSpot service repeatedly until using up the selected time coupon. The service user may use the service from the moment of the first log-in on the service for the time according to the selected time coupon. An interruption of use of the service by the user during the time according to the selected time coupon shall not affect the running of the time according to the selected time coupon. Upon the expiration of the time according to the selected time coupon, the provision of the service shall be automatically terminated and the user name and password shall cease to be valid.

- 4.1.3. In addition to the procedures listed in Articles 4.1.1 and 4.1.2 of these Terms and Conditions, the Provider may, at its own discretion, stipulate further procedures and conditions under which a T-Mobile HotSpot user will be authorized to use this service. Information on these further procedures and conditions of using the T-Mobile HotSpot service shall be available to the service user directly at the respective HotSpot or on the T-Mobile HotSpot log-in page.

5. Payment for use of the service

- 5.1. The use of T-Mobile HotSpot is charged based on the price list in force which is available www.t-mobile.cz/hotspot.

- 5.1.1 If the service user has entered into a Subscriber Agreement, the respective amount for each commenced time interval based on the price list of the service shall be included in the Provider's Statement of Services relating to the respective telephone number from which the service user requested the sending of the user name and password or it shall be deducted from the prepaid TWIST credit relating to the telephone number from which the service user requested the sending of the user name and password. If the TWIST credit of the service user is not sufficient (at least for the payment of the shortest time interval), the service user shall not be allowed to use the service or, as the case may be, the use of the service shall be terminated.

- 5.1.2 If the service user has not entered into a Subscriber Agreement and intends to pay using a credit or debit card, he/she may request the sending of a tax document by calling the T-Mobile Infoline or by sending an e-mail to info@t-mobile.cz or by writing to the address specified in Article 9.1 of the Terms and Conditions. The tax document shall be sent after providing the ID of the transaction which the user will be able to find on the web page upon logging into T-Mobile HotSpot.

6. Rights and obligations of the service user

- 6.1 The service user may use T-Mobile HotSpot only in accordance with the Terms and Conditions.
- 6.2 The service user undertakes not to make the obtained user name and password necessary for the use of the service accessible to third parties. Should the service user make his/her user name and password accessible to a third party, he/she shall be liable for any and all acts performed by such parties as if such acts were performed by him/herself.
- 6.3 In the event of a justified suspicion that the password has been disclosed, the service user who has entered into a Subscriber Agreement may request a change of the password by sending his/her own password of 6-12 characters via an SMS sent from his/her SIM card with the text **Password_text of user's own new password** to the Provider's short number **9526**. The Provider will add further four characters to the proposed password and send the service user the new text of the password via SMS. Upon the sending of the new password to the service user, the old password shall be deactivated.
- 6.4 The service user shall be liable for any and all damage incurred as a result of misuse of his/her T-Mobile HotSpot user name and password until the change of the password pursuant to Article 6.3 of the Terms and Conditions. The service user shall not be liable in the event of damage incurred as a result of breach of the Provider's obligations hereunder.
- 6.5 In the case that the service user pays the price of the service using a credit or debit card, the service user undertakes to provide the data necessary for the verification of the payment using the credit or debit card. The service user declares that the data provided in this manner shall be correct and true, otherwise the service user shall be fully liable for any damage caused to the Provider in relation to the provision of incorrect or untrue data.

- 6.6 The service user undertakes, in the case that he/she requests the sending of a tax document in accordance with Article 5.1.2 of the Terms and Conditions, to provide complete and true data necessary for the issuance and sending of the tax document.
- 6.7 The service user agrees with the Provider processing the data obtained from the service user in accordance with Articles 6.5 and 6.6 of the Terms and Conditions for the purpose of verifying payment by a credit or debit card, issuance and sending of a tax document, as well as for the purpose of solving potential complaints, for the period of 1 year from the date of provision of such data. The service user also agrees with the Provider providing such data for processing for the purpose of verifying payment by a credit or debit card, issuance and sending of a tax document, as well as for the purpose of solving potential complaints to T-Mobile Deutschland GmbH and T-Mobile International AG & Co. KG, having their registered offices in the territory of the Federal Republic of Germany. The Provider declares that the data obtained in this manner shall not be provided to other third parties. When handling personal data, the Provider shall adhere to the legal regulations governing the handling of personal data in force at the time of issuance of these Terms and Conditions, particularly Personal Data Protection Act No. 101/2000 Coll., as amended.
- 6.8 The service user may lodge a complaint with the Provider concerning the extent, price or quality of the T-Mobile HotSpot service in accordance with the applicable provision of the Provider's General Terms and Conditions.
- 6.9 The service user may not use T-Mobile HotSpot to distribute unsolicited information or messages (especially e-mails) to third parties.
- 6.10 The service user may also not use T-Mobile HotSpot to spread information at variance with the legal regulations in force or good morals.

7. Provider's rights and obligations

- 7.1. The Provider undertakes to provide T-Mobile HotSpot in accordance with these Terms and Conditions and the legal regulations in force.
- 7.2. Should the service user use T-Mobile HotSpot at variance with the Terms and Conditions or the legal regulations in force, the Provider may bar the service user from such use of the service. In the event of barring the use of the service, the Provider's right to the payment of the used service to the full extent shall remain unaffected.
- 7.3. The Provider may limit the use of T-Mobile HotSpot in accordance with the applicable provision of the Provider's General Terms and Conditions.
- 7.4. The Provider shall be liable for damage to the extent specified in the Provider's General Terms and Conditions.
- 7.5. The Provider may interrupt the use of the service by the service user pursuant to Article 4.1.1 of the Terms and Conditions for security reasons after the expiry of 6 hours for which the service user has been logged in on the service without interruption. In such a case, the service user may log in on the service at any time by entering his/her user name and password on the T-Mobile HotSpot log-in page.

8. Exclusion of Provider's liability

- 8.1 The Provider shall not be liable for the content of the information transmitted through T-Mobile HotSpot, particularly the correctness and completeness of such information in terms of content.
- 8.2 The Provider shall not be liable for the damage that may arise to the user of T-Mobile HotSpot to hardware or software, loss of data or other loss incurred when using the T-Mobile HotSpot service.

9. Joint and final provisions

- 9.1 These Terms and Conditions can also be obtained in printed form by writing to T-Mobile Czech Republic a.s., Tomičkova 2144/1, 149 00 Praha 4 or the service user may request the sending of the Terms and Conditions by post or by e-mail on the T-Mobile Infoline.

- 9.2 The provisions of the Provider's General Terms and Conditions shall apply mutatis mutandis to the issues not regulated by these Terms and Conditions. The Provider's General Terms and Conditions are available in electronic form on the Provider's website or can be obtained upon request from the Provider's Retail Shops.
- 9.3 The Provider may alter and supplement the Terms and Conditions as well as the Provider's General Terms and Conditions due to changes to the legislation in force or to the conditions in the telecommunications market. The Provider may alter the extent and quality of the service or terminate the provision of T-Mobile HotSpot without compensation due to the introduction of new services, increasing network quality, development of new technologies, change to the conditions in the telecommunications market, in relation to legislative changes, etc.
- 9.4 The Provider and the service user agree that the service user shall be informed of any and all alterations of the Terms and Conditions on the website at www.t-mobile.cz/hotspot. The alterations of the Terms and Conditions shall take effect on the date stated on the above website and the service user shall be provably informed of such alterations when using the T-Mobile HotSpot service where the service user, before expressing his/her consent to the Terms and Conditions, shall be expressly informed that the Terms and Conditions have been altered.
- 9.5 The rights and obligations of the Provider and the service user arising from the contract for use of the T-Mobile HotSpot service shall be governed by the laws of the Czech Republic.
- 9.6 The Terms and Conditions shall come into force and effect on 25. 3. 2004.