

Terms and Conditions of Service

MAGENTA 1 BUSINESS

(hereinafter referred to only as the "Conditions")

The Terms and Conditions contain specific **pre-contractual information** relating to the **Magenta 1 Business (M1B) service** provided by T-Mobile Czech Republic a.s. ("Operator") provides to its customers/subscribers ("Customer"). M1B is provided as a benefit program on top of the Customer's Subscription Agreements for the provision of electronic communications services (hereinafter referred to as the "Master Service").

In matters not covered by these Terms and Conditions, the provisions of the current General Terms and Conditions of T-Mobile Czech Republic a.s. shall apply mutatis mutandis. (hereinafter referred to as "VPST"), the Terms and Conditions for the processing of the Customer's personal, identification, operational and location data and other terms and conditions of the services and offers used by the Customer, in particular the Pre-contractual information for the main service published on the Operator's website for businesses at www.t-mobile.cz/podnikatele-firmy/podminky-mobilni-sluzby, as well as the applicable Price List of Services and the provisions of the applicable legal regulations of the Czech Republic. The specific settings of the Customer's Subscriber Agreement are contained in the Contract Summary, which together with the Pre-Contractual Information for the Basic Service and the applicable Price List of Services form an integral part of the Subscriber Agreement.

The Terms and Conditions are published on the Operator's website mentioned above and do not constitute a proposal to conclude a contract on their own without meeting other conditions. The terms and conditions, or part of them, may be further communicated by other means, e.g. print advertising, posters, etc. In the event of a conflict between the wording of the Terms published on the Internet and the wording of the Terms published in any other way, the wording published on the aforementioned website shall always prevail.

1.

M1B is intended exclusively for natural persons entrepreneurs and legal entities, i.e. customers who have a Subscriber Agreement with monthly billing to the ID number and do not take advantage of Extra for Business, Significant Customer Agreement, Framework Agreement or T-Mobile Benefit Framework Agreement. M1B is also not intended for users of Twist prepaid services.

2.

A customer using an Extra for Business contract with a fixed term commitment can switch/activate M1B up to 6 months before the expiry of that fixed term commitment, thereby **automatically terminates the Extra for Business contract without further delay**. The customer does not pay any fees associated with early termination, and the unused HW budget from Extra for Business is forfeited without compensation. In this case, the Customer will not pay any early termination fees or HWB drawdown fees.

3.

Participation in M1B is voluntary and is created by activating it. M1B can be activated by the Customer at the Operator's Customer Service Centre, at any Operator's outlet or by logging into My T-Mobile. The basic prerequisite for the accrual and application of M1B benefits is at least one active mobile service with a tariff programme provided by the Operator, whereby an active mobile service is not considered to be an M2M or Smart Car tariff. M1B benefits can only be used for active tariffs and services (hereinafter collectively referred to as "services") under one Customer Contract of the Customer on which M1B is active; therefore, the benefits are actually used by the Customer's end users, in addition to the Customer himself, for whom Subscriber Contracts are concluded or M1B is activated.

4.

Benefits from M1B are provided mainly on mobile, fixed and TV services provided by the Operator, for a current list of which, or confirmation of whether or not M1B is available on them, please refer to <https://www.t-mobile.cz/podnikatele-firmy/magenta-1-business>. The M1B customer receives a Billing Discount and free calls within his/her company (within the voice services activated on his/her ID number). If the Customer also has a fixed service on their Customer Contract, they automatically get the Shared Data benefit in addition. In the case of an active installment plan in the current billing, the Customer will receive an additional Installment Allowance, unless it conflicts with another benefit selected by the Customer.

5. Benefits

The list of individual M1B benefits is subject to the following provisions of these Terms and Conditions **and other terms and conditions under which the Services are provided by the Operator**. All information and announcements relating to M1B will be published on the website <https://www.t-mobile.cz/podnikatele-firmy/magenta-1-business>.

5.1. Free calls in Magenta 1 Business

As part of this benefit, M1B end users whose Services are included under a single Customer Contract within M1B and who have Subscriber Contracts with monthly billing for an ID number, make calls for CZK 0. For calls outside M1B, the prices of the services and tariffs in question and the Operator's applicable Price List of Services will apply.

This benefit can only be used for calls to T-Mobile numbers and can also be used when roaming in EU countries (i.e. compatible with EU roaming). The benefit is activated automatically if at least one mobile voice number with a tariff programme is active under the Customer Contract (the M2M tariff and Smart Car tariff are not considered tariff programmes).

The free calling benefit applies to all mobile and fixed voice numbers in M1B.

Eligibility for this benefit will cease upon deactivation of M1B, either by deactivation by the Customer or by automatic cancellation of the last mobile service.

5.2. Invoice discount

Under this benefit, the Customer receives a discount applied according to the achieved spending excluding VAT before the M1B discounts in a given month are included (in the case of a customer discount for a service beyond M1B, the lump sum is included in the achieved spending only after the application of this customer discount excluding VAT). The amount of the invoice discount shall be recalculated each billing period according to the spending achieved in such billing period.

The amount of the discount allocated is shown in the table below:

Fakturovaná částka (Kč bez DPH)	0 - 499	500 - 999	1000 - 1999	2000 - 2999	3000 - 3999	4000 - 4999	5000 a více
Sleva (%)	0%	5%	10%	15%	20%	25%	30%

M1B spending includes all monthly bills, packages and electronic communications services used. Spending to increase the invoice discount does not include activation fees, installation fees, credit top-ups, equipment payments, individual discounts, any contractual penalties, 3rd party services such as insurance or payment services.

Discount does not apply in particular for services that do not contribute to the spending to increase the discount in the invoice; and **e.g. for the services of the Corporate Solution, T-Cloud services, Print Solution, Flexi Laptop.**

The Operator reserves the right to change the list of services not included in the charge or services to which the discount does not apply at any time.

The discount is applied from the moment of M1B activation if the Customer has at least one active mobile number with a tariff programme (except for the M2M and Smart Car tariff) and is applied to the entire billing period in which this level of discount was activated (i.e., any original discounts lost by the end user of M1B as a result of the activation of this service will no longer be applied in the billing period, even in a pro-rata part). In the event of the termination of an M1B service and/or the decommissioning of a service that affects the M1B level, the discount will be terminated at the end of the billing period in which the decommissioning occurred.

Eligibility for this benefit is terminated upon deactivation of M1B, either by deactivation by the customer or by automatic cancellation of the last mobile service.

5.3. Instalment allowances

Thanks to this advantage, the Customer receives a contribution to the currently active instalment plans according to the amount spent before the M1B discounts in a given month (in case of allocation of a customer discount for a service beyond M1B, the lump sum is included in the amount spent only after the application of this customer discount without VAT). **The amount of the Instalment Allowance is then calculated as 10% of the amount spent,**

including VAT, rounded up to the nearest hundredth of a cent. The amount of the Instalment Allowance shall be recalculated each billing period in accordance with the spending achieved in such billing period up to the maximum instalment amount. In the event that the Customer has multiple instalment plans active in a given billing period, a contribution is applied to each instalment corresponding to the share of that instalment in the total amount of instalment plans under that Customer Account, up to a maximum of that total amount.

The calculation of the M1B Spend, as well as the list of services to be included in the Spend, is the same as for the Invoice Discount (Article 5.2 of this document). The instalment allowance applies **from a minimum spend of CZK 500 excluding VAT (CZK 605 including VAT). The maximum amount of the contribution is 1210 CZK.**

The allowance will be applied from the time of M1B activation to all active instalment plans of the Customer (including those entered into prior to joining M1B), provided the Customer has at least one active mobile number with a tariff programme (excluding M2M and Smart Car tariff).

In the event of the termination of an M1B service and/or the decommissioning of a service that affects the M1B level, the discount will be terminated at the end of the billing period in which the decommissioning occurred.

The instalment plan applies to all lengths of instalment plans currently offered by T-Mobile, i.e. 5, 11, 23, or 35 instalments, and to all types of devices that are currently eligible for instalment.

In the event that The Customer terminates the instalment plan in good order, a Credit Note will be issued to the Customer at the end of the instalment plan, which will reduce the sales price of the equipment by the sum of all Instalment Allowances awarded. Until a Credit Note is issued, the recorded Contingent Contribution is recorded as unpaid in the Customer's books. The Customer will offset the credit against any contributions made that have been regularly shown on the Service Billing. If the Customer terminates the instalment plan early for any reason, the Customer shall be obliged to repay the total amount of the Instalment Allowances drawn up to that time, i.e. in such case the Customer shall pay the original selling price for the equipment.

Eligibility for this benefit will cease upon deactivation of M1B, whether by deactivation by the Customer or by automatic cancellation of the last mobile service or activation of the M1B benefit with bonus.

5.4. Shared data

Under this benefit, the Customer and his/her end-users get a data limit of 20 GB, in case of combination with the M1B benefit with bonus they get 10 GB. The data limit is valid for mobile services, it cannot be used for fixed services.

The data limit can be used in full by each of the end users of the M1B service (i.e., each end user of the M1B service can theoretically use up to 20 GB/10 GB depending on the current use of the data limit by other end users of the M1B service).

The data limit obtained under this benefit is applied in full for the entire settlement period, regardless of when the benefit is triggered (i.e. whether at the beginning or during the settlement period).

Eligibility for this benefit terminates upon termination of M1B, upgrade to an M1B tier without this benefit, and/or removal of the Compatible Service from M1B, and any unused data limit shall be forfeited without refund.

This benefit is renewed every month. The unused data limit cannot be carried over to the next billing period and is forfeited without refund.

The allocated data limit is compatible with EU roaming. Data from the data limit obtained under this benefit is drawn before the individual data limit, except in the case of Smart Car, where the data limit has a lower draw priority than the Shared Data data limit.

If an M1B end user has a data limit from a set service plan or one-time data purchase or is charged for each unit of data consumed as part of the service setup, they will automatically switch to the data billing method of their set service when the allocated data limit resulting from this benefit is exhausted.

If the M1B end user does not have a data limit from his/her service or one-time data purchase, nor is he/she charged for each unit of data consumed under the terms of his/her tariff, the data service cannot be used after the allocated data limit resulting from this benefit is exhausted. To continue using data services, M1B end users can purchase a data package.

The M1B administrator taking advantage of this benefit has an overview of the phone numbers and associated services that are allocated a data limit in M1B under this benefit in the My T-Mobile self-service.

Shared Data may be used by a maximum of 50 individual subscriber numbers within the M1B service; if this limit is exceeded, the Operator does not guarantee the proper setup of Shared Data for any subscriber numbers using Shared Data under the M1B service.

5.5. Magenta 1 Business with bonus (hereinafter referred to as "M1B with bonus")

5.5.1. The Operator and the Customer can negotiate the M1B benefit with a bonus. As part of this benefit, the customer receives an amount (discount) for the purchase of equipment, the so-called Hardware Budget (hereinafter referred to as "HWB"). This benefit is conditional on entering into (signing) a 24- or 36-month contract and agreeing on a minimum monthly amount (spend).

Only the Customer or his Responsible Person may enter into an M1B contract with a bonus and dispose of the terms and conditions of the contract. Both the Responsible Person and the Business Manager can take advantage of the equipment discount (HWB).

5.5.2. The M1B with Bonus benefit is not compatible with the Instalment Allowance and Shared Data benefits described above. Benefit The instalment allowance automatically ceases to apply when you sign an M1B contract with a bonus; the repayment schedule continues according to the original agreed terms. The Shared Data benefit reduces the amount of shared data from 20 GB to 10 GB when you activate the M1B benefit with bonus.

5.5.3. The Customer may apply the HWB as a discount when purchasing a mobile phone, accessories and other devices for which the Operator so specifies.

The final price for the Equipment will be equal to the difference in the base price of the Equipment from Operator's offer and the applied HWB in CZK, with the final price of the Equipment must be at least 1 CZK excluding VAT.

The Operator will provide the Customer with HWB in the form of a predetermined amount of funds in Czech crowns as agreed between the Operator and the Customer in the M1B contract with bonus. The Operator

will not provide the Customer with physical HWB in cash; the HWB will be deposited in the Customer's customer account with the Operator, from which the Customer will be able to draw it in accordance with these Terms.

The HWB can only be obtained by agreeing to a specific M1B term with bonus and is valid for 21 months (for a 24-month contract) and 33 months (for a 36-month contract) from the date of conclusion of the M1B with bonus. During this period, the Customer is obliged to exhaust it. After this period, any remaining unused M1B HWB with bonus is forfeited and cannot be cashed in or otherwise redeemed.

5.5.4. The Minimum Monthly Amount ("MMA") represents the sum of the agreed prices for the services used by the Customer before taking into account the M1B discount. The billed amount for services rendered to meet the MMA obligation includes the same services that enter into the calculation of the M1B Invoice Discount benefit. 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. If the Customer breaches the obligation to meet the MMA to which he/she has committed under M1B with bonus, he/she is obliged to pay the Operator a price compensation in the amount of the difference between the MMA and the total amount billed in the reporting period less the non-countable items. The Operator shall be entitled to charge the Customer for this price compensation in any of its subsequent service bills.

The first monitored period is the first complete billing period following the conclusion of M1B with bonus.

5.5.5. The Customer is entitled to withdraw from the M1B contract with bonus if the Operator fails to provide the agreed business benefits. The Operator shall be entitled to withdraw from the M1B with bonus contract in the event that the Customer fails to pay any of its monetary obligations to the Operator even after the Operator has granted the Customer a grace period for performance. The resignation shall take effect on the date of delivery. The termination of an M1B with bonus due to a breach of an obligation by one Party shall not affect the ability of the other Party to claim from the breaching Party the price compensation agreed in the M1B with bonus for breach of obligation.

In the event of termination of the M1B with bonus contract before the expiry of the agreed period of time for a reason solely attributable to the Customer, the Customer shall refund a pro rata portion of the HWB drawn according to the calculation specified in the M1B with bonus contract. If the customer has the status of a legal entity, the customer is also charged a price compensation for early termination of the M1B contract with a bonus of CZK 1,500 including VAT.

The Customer is obliged to ensure that it has at all times at least one valid and effective Subscription Agreement with the Operator, and failure to comply with this obligation does not relieve the Customer of the obligation to pay the MTRs to which it has committed itself under the M1B Agreement. In the event that the last Subscriber Contract is terminated in accordance with the VPST, the M1B Contract with bonus will automatically terminate upon issuance of the final invoice no later than 30 days after the termination of the last Subscriber Contract. The M1B with bonus will be terminated automatically if the Customer has not actively used any of the Operator's services for a period of three billing cycles.

5.5.6. If, as part of a claim, the Customer is entitled to the return or replacement of equipment purchased in whole or in part under an M1B contract with a bonus through the use of the amount (discount) for the equipment (HWB), the Operator will refund the corresponding part of the purchase price back to the Customer's account with the Operator. The Customer will be able to draw on the account again in accordance with these Terms and Conditions. If the Customer is entitled to return or exchange the equipment purchased from the HWB after the end of the agreed period of a certain M1B contract with bonus, the Customer may only request the replacement of the goods at the current market value of the claimed equipment, and only at the Operator's brick-and-mortar store.

5.5.7. If the Customer is a natural person doing business who concludes an M1B with a bonus outside the Operator's usual business premises and the Customer has not arranged a visit with the Operator for this purpose, the Customer has the right to withdraw from the M1B with a bonus within 14 days of such conclusion of the contract. The Customer expressly consents to the Operator providing the M1B with a bonus before the expiry of the 14 day cancellation period. If the Customer withdraws from M1B with a bonus, he/she is obliged to pay the Operator a proportionate part of the price for the services used and to return any further benefits already provided by the Operator (e.g. the amount corresponding to the amount of the discount granted for the purchase of equipment or equipment purchased with this discount).

6.

No more than 50 voice and data services provided by the Operator to the Customer on Subscriber Contracts under one Customer Contract may be included in an M1B, and each of the services may be combined into only one M1B. All services listed in the Price List at www.t-mobile.cz are compatible with M1B.

7.

The M1B Administrator is the Business Manager or Responsible Person of the Customer's account to which the services included in M1B are contracted (hereinafter referred to as the "M1B Administrator"). The M1B Administrator shall be entitled to resolve any issues relating to M1B with the Operator. The M1B Administrator is informed by the Operator about the activation of M1B and about the change of the benefits drawn by the M1B Administrator, usually by SMS or email. The Customer, or the M1B administrator, is obliged to acquaint all its potential end users of services under its Customer Agreement with the operation of M1B, in particular with these Terms and Conditions.

8.

Each M1B end-user who is not an M1B Administrator has access to the My T-Mobile mobile app to see the benefits of their M1B level.

9.

The services are included in the basis for calculating the M1B discount on the total invoice amount and any Instalment Allowance in the amount after any service-specific discount has been applied.

10.

All benefits defined in these Terms and Conditions are conditional upon the proper fulfilment of all the Customer's obligations towards the Operator. In case of a breach of the Terms and Conditions (e.g., the existence of any overdue debt by the Customer), the Operator is entitled to suspend the utilization of benefits from M1B and suspend the utilization of HWB. Restricting the provision of services for one service may also result in a change in the level of M1B or the complete cancellation of utilized benefits. In the event of the initiation of insolvency proceedings against the Customer, the Operator is also entitled to suspend the utilization of HWB or other benefits.

11.

Participation in M1B is agreed for an indefinite period and ends:

- Upon the express request of the Customer, on the date of delivery of the request to the Operator or
- At the moment the Customer ceases to meet the conditions set out in Article 3. Terms and Conditions or
- In the event of repeated and/or material breaches of the Terms by the Customer and/or the M1B Administrator and/or its end user or
- Cancellation of M1B by the Operator in accordance with Clause 3 of the Terms and Conditions.

These provisions do not apply to M1B with bonus.

12.

The termination of M1B does not affect the validity of the specific commercial benefits already negotiated and set on the Customer's Subscription Agreements for the period agreed between the Operator and Customer.

13.

When using the M1B Free Calling and Shared Data benefits, these benefits are intended primarily for the normal active use of the Operator's mobile voice and data services by the Customer or M1B user. The SIM cards on which these benefits are drawn cannot be used, especially in devices acting as GSM gateways.

14.

The Operator reserves the right to update and amend the M1B (including the individual benefits offered under the M1B), including these Terms and Conditions, in their entirety at any time or to cancel the M1B without refund. Customers will be informed about this in advance on the website www.t-mobile.cz.

15.

The terms and conditions are valid and effective from 15.7. 2024.