



## T-Mobile Roaming and EU Roaming Terms and Conditions

issued by T-Mobile Czech Republic a.s., having its registered office at Tomíčkova 2144/1, 148 00 Prague 4, company ID number: 649 49 681, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File No 3787

(the „Terms and Conditions“).

The Terms and Conditions define the rules for the use of the **T-Mobile Roaming** service („T-Mobile Roaming“), under which T-Mobile Czech Republic a.s. (the „Operator“) enables its customers („Subscribers“) to use mobile electronic communications services („Services“) within the tariff plan agreed in the Subscriber Contract with the Operator (the „Primary Service“) if they are located abroad (i.e., connected via the network of a foreign operator).

In matters not covered by the Terms and Conditions, the provisions of the current General Terms and Conditions of T-Mobile Czech Republic a.s. (the „GTC“), the Terms and Conditions for the Processing of Subscribers' Personal, Identification, Traffic and Location Data and other terms and conditions of the Operator's services and offers used by the Subscriber, in particular the Pre-Contractual Information for the Primary Service published on the Operator's website at [www.t-mobile.cz/podminky-mobilni-sluzby](http://www.t-mobile.cz/podminky-mobilni-sluzby), for business customers at [www.t-mobile.cz/podnikatele-firmy/podminky-mobilni-sluzby](http://www.t-mobile.cz/podnikatele-firmy/podminky-mobilni-sluzby), as well as the applicable Price Lists of Services (collectively the „Price List of Services“) and the applicable laws and regulations of the Czech Republic, will apply as appropriate. The specific settings of a Subscriber's Subscriber Contract are contained in the Contract Summary which, together with the Pre-Contractual Information for the Primary Service and the applicable Price List for Services, form an integral part of the Subscriber Contract as of 1 January 2022.

The Terms and Conditions are published on the Operator's websites mentioned above and do not constitute an offer to conclude a contract on their own without other conditions being met. The Terms and Conditions or any part thereof may be further communicated by other means, e.g., print advertisements, posters, etc. In the event of a conflict between the text of the Terms and Conditions published on the internet and the text of the Terms and Conditions published by other means, the text published on the aforementioned websites will always prevail.

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1. Upon conclusion of a new Subscriber Contract, the Operator will automatically activate T-Mobile Roaming in the form of the T-Mobile Roaming Start tariff plan („**T-Mobile Roaming Start**“) for Subscribers who are consumers or business customers not enjoying the benefits under a Framework Contract or any other umbrella contract over the Subscriber Contract (collectively a „Framework Contract“). Under T-Mobile Roaming Start, the Services may be used in selected countries in accordance with the applicable Price List of Services in the Roaming Services section, while calls may only be made and text messages and multimedia messages may only be sent within the visited country and to a Czech number, and not between foreign countries, unless the Subscriber agrees otherwise with the Operator.
  2. After the lapse of three (3) months from the activation of T-Mobile Roaming Start, the Operator will automatically change this roaming tariff plan to **T-Mobile Roaming**, under which Subscribers can use the Services in all countries where the Operator has contracted service providers, including between foreign countries.
  3. The Operator will automatically directly activate T-Mobile Roaming for Subscribers using a Framework Contract upon conclusion of a new Subscriber Contract, unless the Subscriber agrees otherwise with the Operator.
  4. The Operator divides the world into individual areas called **Zones**. All the Services are charged at uniform prices according to the Zone in which the Subscriber is located. The division and prices are specified under Roaming Services in the applicable Price List of Services unless the Subscriber agrees otherwise in a Framework Contract.
  5. Together with T-Mobile Roaming Start and T-Mobile Roaming, the **EU Roaming** add-on („EU Roaming“) is automatically set up for Subscribers. The terms and conditions of EU Roaming are based on the applicable European Union regulation (the „EU Regulation“). Under EU Roaming, Subscribers may use voice and data services abroad within Zone 1 in accordance with the EU Regulation at „roam like home“ (RLH) prices, i.e., at the basic prices according to the applicable Price List of Services for calls and text and multimedia messages to non-T-Mobile numbers and for data services at the price per kB. Under EU Roaming, Subscribers may use their free units (minutes for calls to non-T-Mobile numbers, text messages or multimedia messages to non-T-Mobile numbers, and



- data limit) in the respective countries as allocated for the Subscriber's Primary Service.
6. A Subscriber may agree with the Operator on a so-called personalised offer (an alternative offer within the meaning of the EU Regulation), on the basis of which the Subscriber negotiates a roaming setup different from the EU Roaming setup.
  7. Discounts agreed between the Subscriber and the Operator in the Subscriber Contract or Framework Contract on unit prices for calls, text messages, multimedia messages and data services intended exclusively for traffic in the T-Mobile network, will not apply for the purposes of EU Roaming billing.
  8. In the event a Subscriber enjoying the benefits under a Framework Contract activates EU Roaming, the bundles and add-ons that are incompatible with EU Roaming by their nature (because such Subscriber is using a personalised offer) will be automatically deactivated for that Subscriber Contract, in particular:
    - other agreed roaming settings for the period for which EU Roaming is active,
    - discounts agreed on roaming units,
    - roaming data bundles and free data within the tariff plans in Zone 1.
  9. Under T-Mobile Roaming (including EU Roaming), Subscribers cannot make calls to audiotex numbers, send Premium SMS, make SMS payments, or use other value-added services.
  10. The minimum period for which EU Roaming can be used is 60 days from the date of activation of EU Roaming. EU Roaming cannot be replaced by any other roaming add-on before this minimum usage period has expired.
  11. When a Subscriber crosses the border from one country to another, the Operator will inform the Subscriber about the conditions for using the Services within the particular country in the form of a „Welcome SMS“.
  12. If a Subscriber does not have an unlimited data limit in the Czech Republic or an allocated data limit in the EU (the „EU Data Limit“) available within the Primary Service, the Operator will inform the Subscriber when the Subscriber has reached 80% of their data limit for the Czech Republic (the „Data Limit“) within the Primary Service, and when the Data Limit has been used up.
  13. If a Subscriber has also been allocated an EU Data Limit for the Primary Service (or supplementary service, if any), this will be specified in the applicable Price List of Services for the Primary Service (or supplementary service), or directly in their Framework Contract. The Operator will inform the Subscriber of the use of this EU Data Limit in the same manner as described above.
  14. The use of services while roaming in Zones 2 and 3 is subject to the terms and conditions of the services selected by the Subscriber (e.g., the Internet Svět 1 („Internet World 1“) data bundle) and the applicable Price List of Services (for calls, text messages and multimedia messages).
  15. After the allocated Data Limit has been used up, a Subscriber is generally no longer allowed to use data services while roaming. However, Subscribers have the option to proceed in accordance with the settings of their Primary Service, or supplementary service, if any, and are usually informed about these options by the Operator via text message, e-mail or on the landing page in the browser displayed to Subscribers after their allocated Data Limit has been used up (e.g., a Subscriber may purchase one of the Operator's data bundles at the price according to the applicable Price List of Services, etc.).
  16. A Subscriber may check the volume of transmitted data in the Application or on the My T-Mobile / My Company self-service portal (collectively „My T-Mobile Self Service“).
  17. Billing of certain roaming units is only possible after the Operator has received information from the relevant roaming partner. For this reason, roaming traffic may be billed in later Statements of Services.
  18. The Subscriber acknowledges that the Operator applies a fair use policy with respect to the use of voice services, text and multimedia messages, and data services abroad in EU countries at prices set in accordance with the EU Regulation to protect against abuse or unusual use of these services by Subscribers (e.g., excessive use in an EU Member State other than the Czech Republic, or use for purposes other than regular travel). Among objective indicators of EU Roaming abuse, the Operator primarily includes the predominant consumption of services under EU Roaming over domestic consumption and/or the predominance of the Subscriber's presence in other EU Member States over their presence in the Czech Republic. In this context, the Operator continuously monitors the use of EU Roaming by Subscribers. In the event of suspected EU Roaming abuse, the Operator will monitor both the above-mentioned indicators (i.e., presence and consumption) simultaneously for a period of at least four (4) months, and if such monitoring indicates that a Subscriber's consumption predominates within EU Roaming and/or the Subscriber's presence in other EU Member States predominates over their presence in the Czech Republic, the Operator will notify such Subscriber of the suspected abuse of EU Roaming and ask the Subscriber to remedy the situation, giving the Subscriber a time limit of two (2) weeks to do so. In the event the Subscriber fails to remedy the



situation despite this notice, the Operator is entitled to charge the Subscriber a surcharge (however, always only for the service that is being abused by the Subscriber), the amount of which is specified under Roaming Services in the applicable Price List of Services, from the date of delivery of the notice to remedy until the Subscriber remedies the situation. If the Subscriber believes that the Operator has acted in breach of the EU Regulation and the Terms and Conditions in the application of the fair use policy, the Subscriber may lodge a complaint with the Operator, in which case the complaints procedure under the applicable GTC will apply mutatis mutandis.

19. Other objective indicators of EU Roaming abuse include a long period of non-use of a SIM card in conjunction with its predominant or exclusive use within EU Roaming and the use of multiple SIM cards by the same Subscriber within EU Roaming. In the event of suspected EU Roaming abuse in one of the ways specified in this article, the Operator will notify the Subscriber of such suspicion and at the same time ask the Subscriber to remedy the situation, giving the Subscriber a time limit of two (2) weeks to do so. In the event that the Subscriber fails to remedy the situation despite this notice, the Operator is entitled to charge the Subscriber a surcharge (however, always only for the service that is being abused by the Subscriber), the amount of which is specified under Roaming Services in the applicable Price List of Services, from the date of delivery of the notice to remedy until the Subscriber remedies the situation.
20. If the Operator finds that its SIM cards are being resold in an organised manner to other persons who do not reside in the Czech Republic or who have no permanent link to the Czech Republic for the purpose of enabling the use of EU Roaming for purposes other than regular travel, the Operator is entitled to take immediate appropriate measures to ensure remedy (e.g., by suspending the Services provided under roaming, etc.), about which the Operator will inform the Subscriber without undue delay.
21. In the case of the Operator's prepaid data services, as part of the fair use policy within the meaning of the preceding articles, the Operator is entitled to limit the use of these Services under EU Roaming to an EU Data Limit volume at least equal to the proportion of the Subscriber's remaining credit on the SIM card concerned (excluding VAT) at the time of commencement of roaming and the regulated maximum wholesale roaming price set by the EU Regulation.
22. In the case of the provision of data services (so-called open data bundles within the meaning of the EU Regulation), the Operator is entitled to apply the following measures. For data services, irrespective of the data limit included in the Subscriber's Primary Service

or provided in the form of one-off or recurring bundles (the „Data Limit“), the Operator is entitled to set special EU Data Limits for the use of such Services under EU Roaming. The EU Data Limit is calculated as the price of the Primary Service and bundles or add-ons, excluding VAT, divided by the regulated maximum wholesale price for data roaming services as set by the EU Regulation, and multiplied by two. The EU Data Limit amount is specified in the applicable Price List of Services for the relevant Primary Service or bundle and add-on. The EU Data Limit volume is not fixed, and may change based on a change in the regulated price per GB of data or the exchange rate in accordance with the EU Regulation. Subscribers are usually informed of such a change via the Website or the applicable Price List of Services. Subscribers are informed that their EU Data Limit has been used up by means of a notification text message. If the EU Data Limit is lower than the Data Limit, the Operator is entitled to charge a Subscriber a surcharge in the amount specified under Roaming Services in the applicable Price List of Services for data used in excess of the EU Data Limit up to the amount of the Data Limit; thereafter, the Subscriber will no longer be able to use data services under EU Roaming, or the data transfer speed may be reduced depending on the settings of the Subscriber's Primary Service (in such case, however, the Operator is entitled to charge the Subscriber a surcharge in the amount specified in the applicable Price List of Services). A Subscriber may however repeatedly purchase a one-off additional data limit according to the terms and conditions of the Primary Service (the „Domestic Billing Mechanism“). If the EU Data Limit is higher than the Data Limit, the Domestic Billing Mechanism will be applied up to the amount of the EU Data Limit after the Data Limit has been used up, and the Operator will thereafter also be entitled to charge the Subscriber, in excess of the Domestic Billing Mechanism, a surcharge in the amount specified under Roaming Services in the applicable Price List of Services for data usage while roaming.

23. The Operator is also entitled to charge Subscribers surcharges in the amounts specified under Roaming Services in the applicable Price List of Services, provided that such procedure has been expressly approved by the Czech Telecommunication Office, in which case such surcharges are charged for all Services provided under EU Roaming, without limitation.
24. The Operator reserves the right to update and modify the Terms and Conditions or to change T-Mobile Roaming as a whole at any time. Such modifications will be notified to Subscribers in the manner provided by law.
25. The Terms and Conditions come into force and effect on 1 January 2022, or on 1 April 2022 for Services activated before this date.