



Terms and Conditions of Service Magenta 1 Business (2nd Generation)

T-Mobile Czech Republic a.s., with registered office at Tomíčková 2144/1, 148 00 Prague 4, Business ID No: 649 49 681, registered in the Commercial Register kept by the Municipal Court in Prague, section B, insert 3787

(hereinafter referred to only as the "Terms and Conditions")

The Terms and Conditions contain specific **pre-contractual information** relating to the **Magenta 1 Pro** (hereinafter "M1 Pro") or **Magenta 1 Pro Plus** (hereinafter "M1 Pro Plus") contracts concluded under the Magenta 1 Business program, which T-Mobile Czech Republic a.s. (hereinafter the "Operator") provides to its customers/subscribers (hereinafter the "Customer") as a benefit programme on top of the Customer's Subscriber Agreements for Provision of Electronic Communications Services (hereinafter the "Master Service").

In matters not covered by these Terms and Conditions, the following will apply, as appropriate and in particular:

- current General Terms and Conditions of T-Mobile Czech Republic a.s. (hereinafter the "GTC");
- Terms and Conditions for Processing Personal, Identification, Operational and Location Data of the Customer;
- other terms and conditions for the Operator's services and offers used by the Customer, in particular the Pre-contractual Information for the Master Service published on the Operator's website for businesses on www.t-mobile.cz/podnikatele-firmy/podminky-mobilni-sluzby;
- as well as the valid Price List for Services and the provisions of the valid legal order in 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 for Services, forms 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 and Conditions published on the Internet and the wording of the Terms and Conditions published in any other way, the wording published on the aforementioned website shall always prevail.

1.

M1 Pro/M1 Pro Plus is intended exclusively for natural persons who are entrepreneurs and legal entities, i.e. Customers who have concluded a Subscriber Agreement with monthly billing with a business ID number and who do not benefit from a Framework Agreement or other agreements over Subscriber Agreements, including T-Mobile Benefit or other benefit programmes, e.g. obligations from previous Magenta 1 Business or Magenta 1 Business with Bonus (contracts concluded until 15.11.2024). M1 Pro/M1 Pro Plus is also not intended for users of Twist prepaid services, such users can only draw its selected benefits as a part of M1 Pro/M1 Pro of another Customer who assigns them to his/her/its group. A Customer using a Magenta 1 Business with Bonus with a fixed term obligation can activate/conclude M1 Pro/M1 Pro Plus up to 3 months before the expiry of such fixed-term obligation, by which the Magenta 1 Business with Bonus is automatically terminated and all associated benefits cease. In this case, the Customer does not pay the fees associated with its early termination and the unused HW budget under Magenta 1 Business with Bonus, if any, is forfeited without a refund.

2.

Participation in M1 Pro/M1 Pro Plus is voluntary and commences with the signing of the relevant M1 Pro or M1 Pro Plus agreement. An M1 Pro agreement is concluded for an indefinite period, M1 Pro Plus for a fixed period of 24 or 36 months, unless the Operator and the Customer expressly agree otherwise. A condition for applying its benefits to all the Customer's active plans and services is **at least one active mobile service with a plan programme provided by the Operator**, the M2M and Smart Car plan are not considered an active mobile service. An M1 Pro/M1 Pro Plus agreement can be concluded by the Customer by calling the Operator's Customer Centre, at any Operator's outlet or by logging into his/her/its My Company account on www.t-mobile.cz. As a part of M1 Pro/M1 Pro Plus, the Operator provides the Customer with agreed benefits, in particular discounts on services or goods, and the Customer undertakes to pay the corresponding minimum monthly amount.

3. Minimum Monthly Amount

The minimum monthly amount (hereinafter "MMA") represents the sum of the prices of the services agreed and used as a part of M1 Pro/M1 Pro Plus, which the Customer undertakes to comply with. The agreed prices of the Operator's selected services, including VAT, are included in the MMA after any individual discount for the service, before the M1 Pro/M1 Pro Plus discount is included.

Performance towards the MMA includes all monthly flat rates, packages and electronic communications services used. Activation fees, installation fees, credit top-ups, instalments on equipment, individual discounts, any contractual penalties, 3rd party services such as insurance or payment services, in particular, are not included. The Operator reserves the right to change the list of services that are not included in performance towards the MMA at any time (hereinafter "Items Not Included").

By concluding M1 Pro/M1 Pro Plus, the Customer undertakes to use the services provided by the Operator in such a way that in the monitored period, which is always one monthly billing period of the Customer (hereinafter the "Monitored Period"), the total amount billed by the Operator in a Service Billing does not fall below the agreed MMA. This applies even if the provision of services has been restricted or suspended on some or all of the Customer's SIM cards or services. 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 Monitored Period when the correction was made. If the Customer breaches the obligation to meet the MMA to which he/she/it has committed under M1 Pro/M1 Pro Plus, he/she/it is obliged to pay the Operator price compensation in the amount of the difference between the MMA and the total amount billed in the Monitored Period less the Items Not Included. The Customer undertakes to pay this price compensation for each Monitored Period in which a breach of the MMA obligation has occurred. The Operator will charge the Customer for this price compensation in the current service billing.

The first Monitored Period is the Customer's first full billing period following the conclusion of M1 Pro/M1 Pro Plus.

The Customer has the option to change the amount of the MMA once per billing period. A change to the amount of the MMA affects the benefits provided and discounts agreed. In the event of an increase or decrease in the MMA, the Operator will provide the corresponding benefits and discounts automatically for the billing period in which the Customer changed the MMA. In the event of a reduction in the MMA, where price compensation for the Budget drawn is issued at the same time, the Operator will only allow a further change to the MMA after the price compensation has been paid.



4. Benefits of M1 Pro/M1 Pro Plus

The benefits from M1 Pro/M1 Pro Plus are provided mainly on selected mobile and fixed services provided by the Operator, a current list of which can be found on eshop.t-mobile.cz/b2b/magenta-1-business.

The conditions of individual M1 Pro/M1B Pro Plus benefits are subject to the following provisions of these Terms and Conditions and other terms and conditions under which the Services are provided by the Operator.

In M1 Pro/M1 Pro Plus the Customer gets:

- 4.1 A discount on services
- 4.2 Free calls and text messages as a part of M1 Pro/M1 Pro Plus
- 4.3 Benefits for fixed internet:
 - 4.3.1 Shared data
 - 4.3.2 Discounted roaming calls outside the EU
 - 4.3.3 Norton Business Security service

Benefits can only be drawn with an M1 Pro/M1 Pro Plus agreement.

4.1. Discount on Services

As part of this benefit, the Customer receives a percentage discount on services in the amount agreed in the Contract, or in its Amendment.

The **discount applies** to all mobile services with a plan programme provided by the Operator, except for a prepaid service. The discount is also applied to fixed internet services at a billed price of more than CZK 400 including VAT/service and to Magenta TV services at a billed price of more than CZK 399 including VAT/service.

The Operator reserves the right to add to or change the list of services at any time.

4.2. Free Calls and Text Messages in M1 Pro/M1 Pro Plus

As part of this benefit, M1 Pro/M1 Pro Plus end users can make calls and send text messages for CZK 0 under one Customer Agreement, even in the EU. When calling or sending text messages outside M1 Pro/M1 Pro Plus, prices according to the valid Operator's Price List for Services will apply.

The benefit is activated automatically if at least one mobile voice number with a plan programme is active under the Customer Agreement (the M2M plan and Smart Car plan are not considered plan programmes).

The free calls benefit applies to all mobile and fixed voice numbers, as well as TWIST prepaid cards included in M1 Pro/M1 Pro Plus.

4.3. Benefits for Fixed Internet

The benefits for fixed internet are defined in the table below.

The Operator only provides fixed internet benefits for as long as the fixed internet service is active.

Number of fixed internet services: ZERO	Number of fixed internet services: ONE	Number of fixed internet services: TWO	Number of fixed internet services: THREE and more
no benefit	Shared data 10 GB Norton Business Security M Discounted roaming calls outside the EU	Shared data 15 GB Norton Business Security L Discounted roaming calls outside the EU	Shared data 20 GB Norton Business Security XL Discounted roaming calls outside the EU

4.3.1 Shared Data

As part of this benefit, the Customer and his/her/its end users receive a shared data limit that is valid for mobile services only.

The allocated data limit can be used in full by each of the M1 Pro/M1 Pro Plus end users, with the exception of prepaid service users and Smart car plan, who can use max. 2 GB per billing period / service.

The benefit is not available to users of the special edition Twist Online prepaid service.

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

This benefit is renewed every month. The unused data limit cannot be carried over to the next billing period and is forfeited without refund. Logically, plans with unlimited data settings do not use shared units.

The allocated data limit can also be used in the EU. Data from the data limit obtained under this benefit is used before an individual data limit.

After the allocated data limit from Shared Data is exhausted, an M1 Pro/M1 Pro Plus end user automatically switches to the data billing method according to his/her/its service settings.

Shared Data is used jointly and severally without further action. The Customer or a person authorised by him/her/it to manage and set up the M1 Pro/M1 Pro Plus agreement (hereinafter the "Administrator"), can manage individual data limit settings for the end users on the My Company web portal or in the Moje T-Mobile app.

When the data limit changes due to a change in the number of fixed Internet connections, the Administrator must re-set the Shared Data limits for the users.

Shared Data can be used by a maximum of 50 individual subscriber numbers in M1 Pro/M1 Pro Plus; if this limit is exceeded, the Operator does not guarantee the proper setup of Shared Data.

4.3.2 Discounted Roaming Calls Outside the EU

As part of this benefit, the Customer and his/her/its end users receive a discounted price for outgoing calls in zones 2 and 3 as defined in the applicable Price List for Services. The discounted price does not apply to incoming calls or text messages. The M1 Pro/M1 Pro Plus user pays for outgoing calls from zone 2 to the Czech Republic and calls in zone 2 to anywhere (to a Czech number and to zone 3) at a discounted price of CZK 15 including VAT/minute and in zone 3 to anywhere (to a Czech number and to zone 2) at a discounted price of CZK 30 including VAT/minute. This benefit cannot be applied to audiotext services, Premium text messages, text message payments or other value-added services. The benefit is not intended for prepaid service users.

4.3.3 Norton Business Security Service

By having a fixed internet connection, the Customer is entitled to a discount on the total price (according to the current Price List) of the Norton Business Security service in the license variant/type as per the table above. The Customer is automatically entitled to a price discount upon conclusion of a separate agreement with the Operator, who then provides the Customer with an activation link for concluding a license agreement and actually obtaining a license from the provider.

If the Customer uses a license variant as a part of the Norton Business Security service that exceeds the Customer's eligible discount amount, the Customer automatically receives a discount up to the eligible price. If the Customer has multiple Norton Business Security service licenses, the Operator prorates the corresponding discount for all of Customer's Norton Business Security services. The discount is applied from the first billing period after the service entitlement arises.

5. Budget Benefit – Magenta 1 Pro Plus (hereinafter "M1 Pro Plus")

The Operator and the Customer can agree the M1 Pro Plus benefit for M1 Pro. As a part of this benefit, the Customer obtains an amount (discount) for the purchase of equipment and services, the Budget. This benefit is conditional on the conclusion of a fixed-term agreement for 24 or 36 months in addition to the agreement of the MMA.



5.1. Budget

The Operator will provide the Customer with a Budget in the form of a predetermined amount of funds in Czech crowns, as agreed between the Operator and the Customer in the M1 Pro Plus agreement. The Operator will not provide the Customer with a physical Budget in cash; the Budget 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 and Conditions.

A Budget can only be obtained by agreeing a specific M1 Pro Plus term and is valid for 21 months for a 24-month agreement and 33 months for a 36-month agreement from the date of conclusion of M1 Pro Plus. The Customer can use it up during this period. After this period, any remaining unused M1 Pro Plus Budget is forfeited and cannot be cashed in or otherwise redeemed.

The Customer can use the Budget as:

- a. **a discount on equipment** – for the purchase of a mobile telephone, accessories and other equipment where the Operator so stipulates. The final price for the Equipment will be equal to the difference between the basic price of equipment from the Operator's range and the applied Budget in CZK, where the final price of the Equipment must be at least CZK 1 including VAT.
- b. **a discount on selected services** – Smart Car, M365 license, Pro Assurance in the basic variant, which offers benefits in the area of claiming defects in purchased equipment. In the case of higher categories of the Pro Assurance service, a discount can only be used only up to the price of the basic service variant; in the case of multiple Pro Assurance services, the corresponding discount is prorated for all services.

The Customer chooses the amount and the period for which he/she/it wants to apply the discount to the service. The amount selected for services will be deducted immediately and in one lump sum for the entire period from the total Budget limit available to the Customer. The amount/discount for services will automatically be applied equally to all services used by the Customer and defined in the list of services to be drawn from the Budget. If the monthly amount collected is higher than the amount/discount collected for services, the difference will be returned to Budget.

In the event the Customer cancels a service, the amount/discount will be redistributed among the remaining services and any difference returned to the Budget.

In the event that the Customer cancels the use of an amount/discount during a billing period, no service discount will apply during that billing period.

5.2.

The Customer is entitled to withdraw from an M1 Pro Plus agreement, if the Operator did not provide him/her/it with the agreed benefits. The Operator is entitled to withdraw from an M1 Pro Plus agreement, in the event that the Customer fails to pay any of his/her/its monetary liabilities to the Operator, even after the Operator grants the Customer a grace period for performance. Withdrawal takes effect on the date of delivery. The termination of M1 Pro Plus due to a breach of a duty by one party does not affect the other party's ability to claim from the breaching party the price compensation agreed in M1 Pro Plus for breach of contractual duty.

In the event of termination of the M1 Pro Plus agreement before the expiry of the agreed period of time for a reason solely attributable to the Customer, the Customer will refund a pro rata portion of the Budget used according to the calculation stated in the M1 Pro Plus agreement. The unused part of the Budget is forfeited in the event of the early termination of the agreement.

The Customer is obliged to ensure that he/she/it has at all times at least one valid and effective Subscriber Agreement with the Operator, and failure to comply with this duty does not relieve the Customer of the duty to pay the MMA to which he/she/it committed him/her/itself under the M1 Pro Plus agreement. In the event that the last Subscriber Agreement is terminated in accordance with the GTC, the M1 Pro Plus agreement automatically terminates upon issue of the final invoice no later than 30 days after the termination of the last Subscriber Agreement. M1 Pro Plus will be terminated automatically also in the event the Customer does not actively use any of the Operator's services for three billing periods.

5.3.

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 M1 Pro Plus agreement through the use of the amount (discount) for equipment (Budget), the Operator will refund the corresponding part of the purchase price to the Customer's account with the Operator. The same applies to accepted claims for services paid for from the Budget. The Customer will be able to draw on the account again in accordance with these Terms and Conditions. If, as part of a claim, the Customer is entitled to the return or replacement of equipment purchased from the Budget after the expiry of the validity period of the Budget agreed in the M1 Pro Plus agreement, the Customer may only request the replacement of the goods at the current market value of the equipment claimed, and only at a brick-and-mortar store of the Operator.

5.4.

If the Customer is a natural person doing business who concludes M1 Pro Plus 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 M1 Pro Plus within 14 days of such conclusion of the agreement. The Customer expressly consents to the Operator providing M1 Pro Plus benefits prior to the expiry of the 14-day period for withdrawal from M1 Pro Plus. If the Customer withdraws from M1 Pro Plus, he/she/it 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. an amount corresponding to the amount of the discount granted for the purchase of equipment or equipment purchased with such discount).

6.

The Administrator deals with any issues relating to the M1 Pro/M1 Pro Plus with the Operator. The Administrator is informed by the Operator about the activation of M1 Pro/M1 Pro Plus and about a change to the benefits drawn, usually by text message or e-mail. The Customer or the Administrator is obliged to acquaint all his/her/its potential end users of services under his/her/its Customer Agreement with the operation of M1 Pro/M1 Pro Plus, in particular with these Terms and Conditions.

7.

Each end user of a service in M1 Pro/M1 Pro Plus who is not an Administrator has information on the My Company web portal about the benefits he/she has used as a result of the level of M1 Pro/M1 Pro Plus.



8.

All benefits defined in these Terms and Conditions are conditional on the Customer's full performance of all duties to the Operator. The Operator is entitled to suspend the benefits of M1 Pro/M1 Pro Plus and suspend the use of the Budget in the event of a breach of the Terms and Conditions (e.g. the existence of any overdue debt of the Customer). Restrictions on the provision of services on one service may also result in a change to the type of M1 Pro/M1 Pro Plus benefits or the complete cancellation of the benefits used. In the event of the commencement of insolvency proceedings concerning the Customer, the Operator is also entitled to suspend the use of the Budget or other benefits.

9.

Participation in M1 Pro 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 of the Terms and Conditions; or
- in the event of repeated and/or material breaches of the Terms and Conditions by the Customer and/or the Administrator and/or an end user; or
- upon cancellation of M1 Pro by the Operator in accordance with Article 3 of the Terms and Conditions.

These provisions do not apply to M1 Pro Plus.

10.

The termination of M1/M1 Pro Plus does not affect the validity of the specific commercial benefits already negotiated and set on the Customer's Subscriber Agreements for the period agreed between the Operator and Customer.

11.

When using the M1 Free Calling and Text Messages benefits in M1 Pro/M1 Pro Plus, these benefits are intended primarily for the normal active use of the Operator's mobile voice and data services by the Customer or M1 Pro/M1 Pro Plus user. The SIM cards on which these benefits are drawn cannot be used in devices acting as GSM gateways, in particular.

12.

The Operator reserves the right to update and amend M1 Pro/M1 Pro Plus (including the individual benefits offered under M1 Pro/M1 Pro Plus), including these Terms and Conditions, in their entirety at any time or to cancel M1 Pro/M1 Pro Plus without replacement. Customers will be informed about this in advance on the www.t-mobile.cz.

13.

The Terms and Conditions are valid and effective from 25. 3. 2026.