Terms and Conditions for Processing of Subscribers' Personal, Identification, Traffic and Location Data

issued by T-Mobile Czech Republic a.s., having its registered office at Tomíčkova 2144/1, 149 00 Prague 4, company identification number 64949681, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File No. 3787

1. These Terms and Conditions for Processing of Subscribers' Personal, Identification, Traffic and Location Data („Terms and Conditions") define the rights and obligations of the contracting parties (T-Mobile and the Subscriber) with respect to the processing of personal, identification, traffic and location data of Subscribers („Data"). T-Mobile maintains a database containing all Data which T-Mobile obtained in relation to the conclusion of a Subscriber Contract, provision of offered services, or based on any other direct or indirect contact with the Subscriber or from third parties. T-Mobile protects Data to the maximum degree possible corresponding to the level of technical development. T-Mobile undertakes to handle Data only in compliance with these Terms and Conditions and with the laws and regulations in force).

2. Personal and identification data include, in particular, academic degree, name, surname, addresses (particularly mailing address, address of the place of installation), birth identification number/ national identification number, date of birth, age, sex, education, marital status, data relating to identity documents, phone numbers and e-mail addresses, business name, registered office, place of business, identification number, payment data and payment history, numbers of SIM cards, Subscriber's telephone number, activated tariff plan, password, and other data lawfully obtained in relation to the Subscriber. Traffic data are, in particular, the phone number of the caller, phone number of the party called, type of the provided service, price for the provided service, beginning of connection, end of connection, date on which the connection is made, frequency of connection, number of provided units (e.g., minutes, kB or units), type of internet access (e.g., WAP, APN Internet, APN Intranet, fixed-line internet - ADSL, SHDSL, xDSL etc.), type of the terminal used and IMEI, configuration data (e.g., IP addresses), data relating to the content and manner of use of the services and the Subscriber's typical behaviour (behavioural data). Location data are any data processed within the electronic communications network which determine the geographic location of the Subscriber's terminal, particularly information on the network to which the Subscriber is connected (e.g., while roaming), information on transit exchange, etc. T-Mobile processes Data in two basic manners: (a) processing of Data pursuant to the law, which the Subscriber cannot refuse (see Article 3), and (b) processing of Data pursuant to the law or based on the Subscriber's consent, which the Subscriber may refuse at any time (see Articles 4 and 6).

3. The processing of Data pursuant to the law, which the Subscriber cannot refuse, includes the processing of Data for the following purposes: provision of services, provision of connection and access to the network, ensuring of operational activities necessary for the provision of services, statements, tax and accounting purposes, detection of misuse of the network and services (which shall also include, among other things, repeated failure to pay for offered services), collection of debts arising from statements, and provision of third party services or sale of third party products via the T-Mobile network, or giving entities operating facilities responsible for answering emergency calls access to location data, and, if required, further identification data of a Subscriber calling emergency numbers (the exact extent of the disclosed Data is defined by Decree No. 238/2007 Coll.).

4. The Subscriber agrees that T-Mobile may process Data for the following purposes: any marketing and sales purposes (including distribution of commercial messages, telemarketing and market surveys) of T-Mobile and any other parties, including improvement of the quality of provided services, provision of services and value-added services to Subscribers and/or T-Mobile's business partners, verification of the Subscriber's capacity and eligibility to use offered services (in particular, verification of the Subscriber's identity and age), publication of the Subscriber's contact data within the T-Mobile information service, publication of the Subscriber's contact data within the information services provided by other entities that render such type of services, publication of the Subscriber's contact data in a printed telephone directory. As part of the processing of Data for marketing, advertising and sales purposes, T-Mobile shall be entitled to process Data for its own marketing, advertising and sales activities, as well as for marketing, advertising and sales activities of other parties. The Subscriber agrees with being sent commercial messages of T-Mobile and other parties. T-Mobile may send commercial messages in electronic form (in particular via SMS, MMS and e mail), as written correspondence or make them available in relation to the provision of any offered service. T-Mobile may mark commercial messages (of T Mobile and other parties) with an asterisk sign (*); this sign indicates that the given message is a commercial message in the terms of the laws and regulations in force and that it is sent by T-Mobile. The Subscriber agrees that after the termination of the Subscriber Contract, T-Mobile shall be entitled to process, for an indefinite period of time, the Subscriber's name, surname, address, business name, identification number and other contact data (including the phone number and e-mail address) for the purpose of offering services and products.

5. The Subscriber agrees that T-Mobile will process his/her Data for the purpose of verification and evaluation of his/her credibility and payment history through registers of debtors, positive credit registers and other similar registers, as well as for the purpose of provision of information to authorised users of these registers, upon establishment of the contractual relationship, as well as at any time during the term of the Subscriber Contract, if necessary. The processing of Data for the purpose of verification of credibility and payment history and provision of information to authorised users of registers of debtors using these registers includes the processing of the name, surname, address, birth identification number, business name, registered office, place of business, identification number, date of occurrence of debt, the amount of debt, type of the services or product in relation to which the debt has occurred, due date, the amount of the debts that remain outstanding after the due date, number of outstanding Statements of Services, information on the assignment of a claim, dates of payment, information on debt write-off, and ID records. T-Mobile may provide such Data to the register of debtors in the event of repeated delay in payment for the services provided or in the event of the existence of

any debt that remains outstanding for more than 30 days after the due date. The processing of Data for the purpose of verification of payment history and provision of information to authorised users of positive credit registers using these registers includes the processing of the name, surname, address, birth identification number, date of birth, sex, business name, registered office, place of business, identification number, data relating to identity documents, information on that a Subscriber Contract(s) has (have) been signed by the Subscriber and T-Mobile, information on financial obligations towards T-Mobile that arose, will arise or may arise to the Subscriber in relation to the Subscriber Contract and on the fulfilment of such obligations (in particular information on the issued Statements of Services), information on the securing of the Subscriber's obligations related to the Subscriber Contract, other information concerning the Subscriber's credibility and payment history (in particular the extent and nature and, where applicable, breach of a contractual obligation resulting in the overdue outstanding debt, changes of the obligation or Subscriber Contract, settlement of the debt prior to the agreed date, etc.). The provider of the register of debtors or positive credit register may further disclose these Data, including the birth identification number which is a necessary identifier, to all users of the register for the purpose of evaluation of the credibility and payment history. As of the effective date of these Terms and Conditions, T Mobile provides Data for the purpose of verification of payment history through the register of debtors to the SOLUS association of legal entities, identification number 69346925, and through the register to the LLCB, z.s.p.o. association of legal entities, having its registered office at Praha 1, Na Příkopě 1096/21, postal code 117 19. The current list of the members of the SOLUS association is available at www.solus.cz. The current list of the members of the LLCB association is available at www.llcb.cz. As of the effective date of these Terms and Conditions, T-Mobile does not provide Data to any positive credit register. The consent given by the Subscriber to the processing of Data for the purpose of verification of credibility and payment history and for the purpose of provision of information to authorised users of the above specified registers through these registers shall apply throughout the term of the Subscriber Contract and, furthermore, for a period of one (1) year following the settlement of the last of the Subscriber's obligations towards T-Mobile, or of three (3) years if the Subscriber's debt was assigned in accordance with the provisions of laws in force. As for positive credit registers, if such a period exceeds ten (10) years, the information on payment history older than ten (10) years shall be disposed of. T Mobile may enter into cooperation with other registers of debtors and positive credit registers and provide them with Data without having to obtain an additional consent from the Subscriber. In such a case, T Mobile shall publish the information on the new register of debtors or positive credit register only on its website at www.t-mobile.cz and via SMS

6. T-Mobile will publish the Subscriber's contact data (name, surname, permanent residence address and, if applicable, business name, address of registered office/place of business; phone numbers and e-mail address, and other agreed data, if any) within its own information service, within the information services operated by other providers or in the printed telephone directory only if the Subscriber gives his/her consent thereto when concluding a Subscriber Contract or later provides a clear statement on his/her consent to any of the aforesaid activities. The purpose of such processing of contact data is to enable a search of detailed contact information about a Subscriber based on his/her name or on the necessary minimum amount of other identification information. Any changes to the printed telephone directory can only be performed on the occasion of its next edition. The Subscriber may request that a note be added with his/her Data in the printed telephone directory that the Subscriber does not wish to be contacted for the purpose of offering business or services.

7. The Subscriber agrees that his/her conversation with T-Mobile staff when discussing his/her complaint or suggestion in person at the T-Mobile Personal Care Point may be recorded in the form of an audio recording for the purpose of collecting evidence concerning the course of the communication between the Subscriber and T-Mobile staff. The Subscriber further agrees that his/her calls with the information services and the T-Mobile Customer Centre or the external call centres of T-Mobile may be recorded for the purpose of internal inspections of service quality, improvement of service quality and/or for the purpose of collecting evidence concerning the transaction implemented via the information services, the Customer Centre or external call centres of T-Mobile.

8. T-Mobile may process Data throughout the term of the Subscriber Contract, unless stipulated otherwise with respect to the particular Data in these Terms and Conditions or in the laws and regulations in force. Under the law, T- Mobile may process Data after the termination of the Subscriber Contract for purposes such as debt collection, handling of complaints, evaluation of the Subscriber's payment history, etc. In such cases, T-Mobile will terminate the processing of Data once the reason for the processing thereof ceases to exist.

9. The Subscriber may at any time refuse or withdraw his/her consent to the processing of Data in accordance with Articles 4 and 6 based on a written letter sent to the Customer Services Division, by calling the Customer Centre (4603 from T-Mobile numbers) or in any other manner defined by T-Mobile. In the case of commercial messages sent by SMS or MMS, the Subscriber may contact T-Mobile via the phone number from which the commercial message was distributed. The consent to the processing of Data for the purposes of evaluation of credibility and payment history as well as for the purpose of provision of information to authorised users of registers of debtors through these registers cannot be withdrawn. In the event that the Subscriber withdraws his/her consent to a certain type of Data processing, T-Mobile will terminate such processing within a reasonable time period that corresponds to T-Mobile's technical and administrative possibilities.

10. The Subscriber has the right to access personal data concerning his/her person and to have such personal data corrected (in particular if incorrect or incomplete), as well as the right to request (in accordance with Section 21 of Act No. 101/2000 Coll., on the Personal Data Protection, as amended) from T-Mobile an explanation and remediation of an undesirable state, in particular if he/she deems that his/her personal data are processed in contradiction with the protection of his/her private and personal life or in contradiction with the law.

11. Detailed information concerning the processing of Data and a list of entities processing personal data, which are allowed to process Subscribers' personal data based on an agreement on personal data processing entered into between T-Mobile and the entity processing personal data pursuant to Section 6 of Act No. 101/2000 Coll., on the Personal Data Protection , as amended, are available at www.t-mobile.cz.

12. These Terms and Conditions come into force and effect on 1 July 2012.