



# TERMS AND CONDITIONS FOR PROCESSING OF SUBSCRIBERS' PERSONAL, IDENTIFICATION, TRAFFIC AND LOCATION DATA

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, 148 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 (the "Terms and Conditions") define the rights and duties of the contracting parties (T-Mobile and the Subscriber) with respect to the processing of personal, identification, traffic and location data of Subscribers ("Data"). For the Purposes of these Terms and Condition, every person having any contractual or similar relationship with T-Mobile is considered a Subscriber. 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 and 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 understands, in particular, academic degree, name, surname, addresses (particularly the 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, SIM card numbers, Subscriber's telephone number, activated tariff plan, password, traffic and location data and other data lawfully obtained in relation to the Subscriber. Traffic data understands, 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 connections, 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 means any data processed within the electronic communications network, which determines 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 based on the Subscriber's consent, which the Subscriber may refuse at any time (see Article 4). 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 by law.
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 of Services, tax and accounting purposes, detection of misuse of the network and services (which also includes, among other things, repeated failure to pay for offered services), protection of rights and interests protected by law (those of T-Mobile as well as of Subscribers, which consist in the assessment of Subscribers' ability and willingness to fulfil their obligations – see Articles 5 and 6), collection of debts arising from Statements of Services, 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 Regulation 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 is 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 marks commercial messages (of T-Mobile and other parties) with an asterisk sign (\*) or another suitable 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 is 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 business or services.
5. **T-Mobile processes Data for the purpose of verification and evaluation of Subscribers' credibility and payment history through registers of debtors 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 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 service 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 regarding 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 of the debt or in the event of the existence of any debt that remains outstanding for more than 30 days after the respective due date. The provider of the register of debtors may further disclose such 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 a register of debtors to the SOLUS association of legal entities, identification number 69346925. The current list of the members of the SOLUS association is available at [www.solus.cz](http://www.solus.cz). T-Mobile may enter into cooperation regarding the processing of Data with other registers of debtors, without having to obtain an additional consent from the Subscriber to the processing of his/her Data; in such a case, T-Mobile will publish the information on the cooperation with another register of debtors only on its website at [www.t-mobile.cz](http://www.t-mobile.cz) and via SMS.

**6. T-Mobile processes Data for the purpose of verification and evaluation of Subscribers' credibility and payment history through 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 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 positive credit registers using these registers includes the processing of the name, surname, address, birth identification number, date of birth, business name, registered office, place of business, identification number, data relating to identity documents, information on that a Contract was entered into between 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 his/her 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 his/her 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 an overdue outstanding debt, changes of the obligation or Contract, settlement of the debt prior to the agreed date, etc.). The provider of the positive credit register may further disclose such 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 a positive credit register to the SOLUS association of legal entities, identification number 69346925. The current list of the members of the SOLUS association is available at [www.solus.cz](http://www.solus.cz). T-Mobile may enter into cooperation regarding the processing of Data with other positive credit registers, without having to obtain an additional consent from the Subscriber to the processing of his/her Data. In such a case, T-Mobile will publish the information on the cooperation with another positive credit register only on its website at [www.t-mobile.cz](http://www.t-mobile.cz) and via SMS.

7. 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.
8. 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.
9. The Subscriber may at any time refuse or withdraw his/her consent to the processing of Data pursuant to Article 4 and to the search in positive credit registers for the purpose of evaluation of the Subscriber's credibility and payment history through positive credit registers and other similar registers based on a written letter sent to the Customer Services Division, by calling the Customer Centre (800 73 73 73) 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 sent, unless determined otherwise. 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 the data is 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 remedy of the situation, in particular if he/she believes that his/her personal data is processed at variance with the protection of his/her private and personal life or at variance 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](http://www.t-mobile.cz).
12. These Terms and Conditions come into force and effect on 30 April 2016.