

## General Terms and Conditions of T-Mobile Czech Republic a.s.

Issued in accordance with Act No. 127/2005 Coll., as amended.

T-Mobile Czech Republic a.s., having its registered office at Tomičkova 2144/1, 149 00 Prague 4, company registration number 64949681, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File No. 3787 (hereinafter referred to as "T-Mobile")

### 1 Subject-Matter of the General Terms and Conditions

- 1.1 These General Terms and Conditions regulate the rights and obligations of the contracting parties (T-Mobile and the Subscriber) with respect to the provision and use of publicly available electronic communication services (hereinafter referred to as the "Services") based on a contract for the provision of publicly available electronic communication services (hereinafter referred to as the "Subscriber Contract").
- 1.2 The provisions of these General Terms and Conditions that apply to the Subscriber may similarly affect also the User. The User is a person/entity other than the Subscriber, using the T-Mobile services.

### 2 Conclusion of a Subscriber Contract

- 2.1 The party interested in the conclusion of a Subscriber Contract (hereinafter referred to as the "Applicant") shall complete the Order of Services form (hereinafter referred to as the "Order") and confirm it with his/her signature. The Applicant shall present the completed and signed Order at a T-Mobile Shop or to a T-Mobile business agent, together with his/her identification card and, as the case may be, other documents required for the proper identification of the Applicant. The Applicant agrees with the fact that T-Mobile shall be entitled to copy and archive the presented documents for the purpose of keeping evidence of the concluded Subscriber Contract.
- 2.2 T-Mobile or, as the case may be, its business agent shall verify whether the data stated in the Order comply with the data in the presented documents and whether the other conditions requisite for the conclusion of a Subscriber Contract have been met (e.g., payment of a deposit or advance payment). If all conditions are met, T-Mobile will sign the Order. The Subscriber Contract is concluded upon signing the Order by the Applicant and T-Mobile or, as the case may be, its business agent. By entering into a Subscriber Contract, the Applicant shall become a Subscriber.
- 2.3 Promptly after accepting the Order, T-Mobile or its business agent shall issue a SIM card<sup>1</sup> to the Subscriber or, as the case may be, send the SIM card to the Subscriber's address as per Article 3.1.6.
- 2.4 The Subscriber Contract shall come into effect upon activation of the Applicant's SIM card. If the SIM card is not activated by T-Mobile within seven days following the conclusion of the Subscriber Contract, it shall be deemed that T-Mobile has withdrawn from the Subscriber Contract. T-Mobile shall be obliged to inform the Subscriber in writing of its reasons for the withdrawal from the Subscriber Contract.
- 2.5 T-Mobile may accept the proposal for entering into a Subscriber Contract based on an act other than the signing of the Order, particularly by activating the SIM card.
- 2.6 T-Mobile shall be entitled to allow the Applicant to enter into the Subscriber Contract by correspondence. In such a case, T-Mobile shall publish, in its informational materials, the terms and conditions under which the conclusion of the Subscriber Contract in the aforementioned manner is allowed. After the delivery of the SIM card to the Applicant, T-Mobile shall activate the SIM card upon the Applicant's request by telephone. Articles 2.3 and 2.5 shall apply accordingly. The Subscriber shall be obliged to deliver the completed and signed Order to T-Mobile no later than within 14 days following the delivery of the SIM card.
- 2.7 In the event that the Applicant has already entered into a written Subscriber Contract with T-Mobile, T-Mobile shall be entitled to allow the Applicant to enter into another Subscriber Contract on a non-written basis under the defined conditions via the T-Mobile Customer Centre. These General Terms and Conditions, Price List of Services and the conditions relevant to other services (which T-Mobile undertakes to

- deliver to the Subscriber together with the SIM card), which are in force at the time of concluding the Subscriber Contract, shall apply to each such non-written Subscriber Contract (including those concluded in future) to the same extent as they would apply to a Subscriber Contract concluded in writing.
- 2.8 The SIM card shall remain, throughout the period of the duration of the Subscriber Contract, the property of T-Mobile. T-Mobile does not provide guarantee for any data saved by the Subscriber on the SIM card.
- 2.9 The rights and obligations of a Subscriber ensuing from the Subscriber Contract may be transferred to a third party (hereinafter referred to as the "party interested in the transfer") only upon consent of T-Mobile and upon the fulfilment of the stipulated conditions (e.g., payment of any and all thitherto outstanding amounts for the Services provided or change in the settings of some of the Services). The agreement on the transfer of the Subscriber Contract becomes valid upon its signing by the Subscriber, the party interested in the transfer and T-Mobile or its business agent, and shall take effect at the moment at which such transfer is effected in the T-Mobile's systems. The Subscriber shall be obliged to provide the party interested in the transfer with the SIM card and the passwords and codes related to this SIM card, and to inform the party interested in the transfer of all remaining obligations.

### 3 Rights and Obligations of the Subscriber

- 3.1 The Subscriber shall be entitled:
  - 3.1.1 To use the basic and additional Services pursuant to the T-Mobile offer.
  - 3.1.2 To submit proposals, comments, applications and complaints to the Customer Centre.
  - 3.1.3 To require a change of his/her telephone number against payment.
  - 3.1.4 To notify T-Mobile of defects within the network free of charge.
  - 3.1.5 To select a password based on which T-Mobile may communicate to the Subscriber information on the Services provided to the Subscriber, on the settings of these Services, the amount of payments due, information concerning individual calls, etc. Also, the setting of some of the Services may be modified on the basis of the aforementioned password. If the Subscriber does not select a password, T-Mobile shall set the password for the Subscriber and shall inform the Subscriber of this password.
  - 3.1.6 To select an address in the Czech Republic for the delivery of the Statements of Services and other correspondence (mailing address). If the Subscriber does not select a mailing address, the Statements of Services and other correspondence will be delivered to the address of the Subscriber's permanent residence, place of business or registered office.
  - 3.1.7 To request that his/her phone number be ported to another mobile network in accordance with the conditions of T-Mobile.
  - 3.1.8 To allow third parties to use the Services against payment or, as the case may be, provide his/her Services to third parties while using the network or the Services of T-Mobile, though only based on a written contract concluded with T-Mobile, which shall include the conditions for the provision of Services to End-Users with the aim of ensuring the same position for such End-Users as that of direct Subscribers to the T-Mobile network.
  - 3.1.9 To use the special offers provided by T-Mobile, including those designated as unlimited, only in a manner that does not constitute misuse of the Services. In this case, misuse of Services shall also be understood as the use of Services to the extent that significantly exceeds the needs of an average Subscriber. If a Subscriber uses a special offer at variance with this provision, T-Mobile shall be entitled to terminate or restrict the provision of such offer to the Subscriber or, as the case may be, reduce the data transmission speeds.

<sup>1</sup> SIM – Subscriber Identification Module – together with a handset, it allows using the Services

- 3.2 The Subscriber undertakes:
- 3.2.1 To use the Services in a manner which complies with the Subscriber Contract, the terms and conditions of individual Services and with other written notifications of T-Mobile available to the Subscriber, as well as with the legal regulations in force. (Repeated or serious breach of this obligation, and Subscriber's conduct that endangers traffic in the T-Mobile network, will be considered misuse of Services.)
- 3.2.2 To use the Services only together with such handsets which have been approved or admitted for use in the Czech Republic, whereas the use of the Services via any other than mobile handsets shall only be allowed for purposes complying with the legal regulations in force.
- 3.2.3 To use the Services only via the SIM card provided by T-Mobile. The Subscriber may not intervene in the SIM card software and copy the aforementioned software in any manner without T-Mobile's consent.
- 3.2.4 To pay the prices for the provided Services duly and on time, in the amounts as per the Price List of Services valid at the time of the provision of the Services.
- 3.2.5 To inform the Customer Centre in writing of any and all changes to the data given in the Subscriber Contract within seven days following the day on which any such change occurs. Simultaneously, the Subscriber shall be obliged to provide a copy of the document certifying the change.
- 3.2.6 Not to route traffic to the T-Mobile network without having entered into an agreement on network interconnection. A breach of this stipulation constitutes misuse of Services and, in such a case, the Subscriber shall be obliged to pay to T-Mobile a contractual penalty of CZK 10,000 for each Subscriber's SIM card that is active on the day on which such routing is ascertained for the first time.
- 3.2.7 Not to distribute messages containing unsolicited advertisement to other Subscribers. In justified cases, T-Mobile may monitor the content of distributed messages using automated systems and prevent distribution of data messages that are sent contrary to the restriction specified above, and archive such messages and use them as evidence. Any breach of this restriction constitutes misuse of Services.
- 3.2.8 To adhere to the other duties set forth herein.

#### 4 Rights and Obligations of T-Mobile

- 4.1 T-Mobile undertakes:
- 4.1.1 To provide to the Subscriber the basic and additional Services in accordance with Annex No. 1 and to operate and maintain the network in a proper technical condition.
- 4.1.2 To perform repairs of the network promptly upon detecting any defects, so that the defects are always remedied as soon as possible, in any case no later than within seven days following the day on which such defects are detected.
- 4.1.3 To publish information of changes to the scope, quality and prices of the Services via e.g. the websites, notifications, press releases, and informational materials. In the case of an increase in the prices of the basic Services as per Annex No. 1 and changes to the General Terms and Conditions, T-Mobile shall simultaneously notify Subscribers of such changes by sending the information along with the Statement of Services or via a text message (SMS).
- 4.1.4 To provide the Subscriber with any and all information regarding the security codes necessary for the use of the Services, in particular the PIN<sup>2</sup> and PUK<sup>3</sup> codes.
- 4.1.5 To inform the Subscriber, reasonably in advance, of any change to its password, e-mail address, and other significant changes.
- 4.1.6 If feasible from the technical and economic perspective, to provide antivirus protection with respect to transmitted data messages using automated control systems; if it is not feasible in a particular case to provide such antivirus protection, T-Mobile is entitled, in justified cases and to the necessary extent, to access the content of such messages in order to provide the maximum possible antivirus protection.
- 4.1.7 To provide the Subscriber with free units based on the selected tariff plan and in accordance with the Price List (hereinafter referred to as "free units"). The Subscriber may use the free units solely for the purpose of using the Services specified in T-Mobile's materials for the prices specified in the Price List. The failure to use the allocated free units does

not affect the obligation to pay the monthly fee applicable to the selected tariff plan. The termination of the Subscriber Contract on the part of T-Mobile due to the reasons on the part of the Subscriber (in particular, due to debts) shall not constitute the liability of T-Mobile to refund the value of free units to the Subscriber.

- 4.1.8 To adhere to the other duties specified in these General Terms and Conditions.
- 4.2 T-Mobile shall be entitled:
- 4.2.1 To restrict the provision of the Services for a period of time necessary to take relevant measures or to apply the final and conclusive decisions issued by a relevant administrative authority.
- 4.2.2 To change the password, e-mail address, or other settings related to the Services provided to the Subscriber, including the setting of a SIM card, even without the Subscriber's consent, provided that such a measure is implemented for the benefit of the Subscriber, or necessary for the proper provision of the Services. Such changes may be performed remotely, without the physical presence of a T-Mobile employee.
- 4.2.3 To request, when in contact with the Subscriber, his/her identification pursuant to the rules defined by T-Mobile with respect to the maximum possible protection of the Subscriber. T-Mobile shall be entitled to treat everybody who fulfils the conditions of identification as a Subscriber. T-Mobile shall be entitled to refuse to perform a requested action in the event that the Subscriber fails to identify himself/herself properly or in the event of justified suspicion of misuse of identification means. In such a case, T-Mobile may request that further identification be provided, particularly the Subscriber's identification card.
- 4.2.4 To inform the Subscriber or his/her representative of the Services provided to the Subscriber, of the settings thereof, the amount of payments due, of data concerning individual calls, etc.
- 4.2.5 To differentiate the levels of customer care provided to various Subscribers depending on the fulfilment of objective criteria (such as the volume of the Services provided, number of Subscriber Contracts and duration of Subscriber Contracts). T-Mobile shall be entitled to offer, against payment, a higher level of care also to the Subscribers who do not meet the defined objective criteria. Regardless of the level of care, all Subscribers shall be entitled to use the basic as well as additional Services.
- 4.2.6 T-Mobile does not provide any guarantee with respect to the quality of calls made via the internet.

#### 5 Terms of Payment

- 5.1 Prices for the Services provided shall be charged as of the date of the SIM-card activation.
- 5.2 After the completion of a billing period, T-Mobile shall issue for the Subscriber a statement of the Services provided containing the elements of a tax document (hereinafter referred to as the "Statement"). The Statement shall include the amounts charged for the Services and other related services provided by T-Mobile, amounts charged for the services provided by third parties using the T-Mobile network, as well as any other amounts which T-Mobile may require, e.g., deposits or contractual penalties. Throughout the period of suspension of the provision of the Services, the Statements are not issued. If any of the Services cannot be charged to the Subscriber in the Statement for the relevant billing period during which it is provided, this Service will be charged in the next possible billing period.
- 5.3 The Statement contains data pursuant to the legal regulations in force. The Statement may also include other data.
- 5.4 Immediately upon issuing the Statement, T-Mobile shall send it to the Subscriber's mailing address in such a manner that the Subscriber receive it no later than 15 days from the date of the completion of the relevant billing period. If the Subscriber does not receive the Statement after more than 40 days from the receipt of the previous Statement (or the activation of the SIM card), he/she shall be obliged to notify the Customer Centre of this fact without undue delay and the Customer Centre will provide the Subscriber with all information necessary for proper payment for the provided Services.

2 PIN – Personal Identification Number – a numerical code by which the Subscriber proves his/her right to use his/her SIM card

3 PUK – Personal Unblocking Key – a numerical code identifying the SIM card for the purpose of the registration and protection thereof

- 5.5 Upon the Subscriber's request or based on the terms and conditions of a particular Service, T-Mobile shall be entitled to issue the Statements for the Subscriber only in electronic form; in such a case, the issuance of a printed Statement may be subject to a fee. Articles 5.1, 5.2, 5.3 and 5.4 shall apply accordingly. Delivery of an electronic Statement shall also be understood as the provision of access to such a Statement in the appropriate application.
- 5.6 Upon the Subscriber's request, T-Mobile can issue an itemized statement of the individual Services provided. The form of such itemized statement and other related details are specified in the actual conditions of T-Mobile in force. The price for the itemized statement is governed by the Price List of Services in force.
- 5.7 The amounts charged must be paid no later than within 18 days from the issuance of the Statement to the bank account of T-Mobile, unless explicitly stated otherwise in the Statement. The failure to deliver the Statement shall not affect the Subscriber's obligation to pay for the provided Services properly and on time. The Subscriber's obligation to pay the amounts charged is fulfilled at the moment the respective amount, marked with a variable symbol given in the Statement, is credited to the T-Mobile bank account. In the event that the payment is not marked with a variable symbol given in the Statement, the Subscriber's obligation is fulfilled at the moment the Subscriber provides to T-Mobile data allowing payment identification. T-Mobile will return only such payments received in its bank account in the case of which the person requesting the refund of the payment provides proper identification of the sender of the payment in question and provides to T-Mobile data allowing the identification of such payment.
- 5.8 If the amounts charged are paid by direct debit, T-Mobile shall be entitled to draw these amounts at the earliest after the issuance of the Statement. If the payment is not effected due to a fault of the Subscriber or the finance institution, the duty of the Subscriber to pay the amounts charged in the Statement within the maturity term shall not be affected. In the case of the payment not having been effected several times due to the fault of the Subscriber or the finance institution, T-Mobile shall be entitled to cancel the direct debit method of payment and refuse its reactivation. The Subscriber shall be obliged to notify the Customer Centre of a cancellation of or a change to the direct debit method of payment performed by the Subscriber, and simultaneously, the Subscriber shall be obliged to notify the Customer Centre of an alternative method of payment of the amounts charged. The change of the method of payment shall be reflected in the nearest following Statement in the case of which this is feasible from a technical perspective, with respect to the date of the acceptance of the Subscriber's request therefor.
- 5.9 T-Mobile shall be entitled to use the paid amount for the settlement of the oldest due obligation of the Subscriber towards T-Mobile, using this, in all cases, first of all for the payment of the principal of the amount due. T-Mobile shall be entitled to use any advance payment, deposit, overpayment or any other financial amount registered by T-Mobile on the Subscriber's account in the same way as specified in the previous sentence. If there is no need to use such amounts for the aforesaid purposes, T-Mobile shall return such financial amount to the Subscriber (provided that the relevant conditions are met) by reducing the amount charged in the following Statement or, based on the Subscriber's request, to the Subscriber's bank account in the Czech Republic or to a specified address in the Czech Republic within 20 days from the date of acceptance of the Subscriber's request.
- 5.10 The Subscriber may offset, against the claims of T-Mobile, only those claims of his/hers which have been admitted upon a final and conclusive decision.
- 5.11 T-Mobile shall be entitled to delegate authority to a third party for the collection of claims payable by the Subscriber to T-Mobile.
- 5.12 In the event that the Subscriber delays the payments resulting from the Subscriber Contract, the parties have agreed on the Subscriber's liability to pay to T-Mobile interest on the late payments in the amount of 0.03% per day. The agreed interest on the late payments only applies to the delays that occur no earlier than on the first day of effect of these General Terms and Conditions.

## **6 Advance Payments and Deposits**

- 6.1 T-Mobile may require from the Applicant the payment of deposits and advances in the event of a financial risk or other serious reason.
- 6.2 In the event of a failure to pay the requested deposit or advance, T-Mobile shall be entitled to refuse entering into a Subscriber Contract, withdraw from a concluded Subscriber Contract, refuse implementation of the proposed changes to the Contract and/or suspend the provision of Services to the Subscriber. In such a case, T-Mobile shall also be entitled to provide to the Subscriber only some of the additional services as per Annex 1 hereof.
- 6.3 The paid deposits and advances will be refunded to the Subscriber usually after the Subscriber has paid the amounts charged in the first three issued Statements properly and on time, though no later than within three months after the termination of the last Subscriber Contract concluded between the Subscriber and T-Mobile.
- 6.4 T-Mobile may require from the Subscriber an extraordinary deposit in the following cases:
- a) the amount of the price of the Services provided to the Subscriber exceeds, during the course of a billing period, the amount corresponding to double the average amount of the Statement, or
  - b) if a justified suspicion arises that the Subscriber is misusing the Services.
- 6.5 The maximum amount of an extraordinary deposit is 4 times the amount charged to the Subscriber for the Services provided within a billing period. T-Mobile shall send the request for an extraordinary deposit to the Subscriber in any manner specified for delivery of correspondence in these General Terms and Conditions (Article 19.1 and following).

## **7 Restriction and Suspension of the Provision of Services**

- 7.1 Should the Subscriber fail to pay the Statement duly and on time, and should the Subscriber fail to ensure the remedy within an additional time limit upon T-Mobile's request, T-Mobile shall be entitled to restrict or, as the case may be, suspend the provision of the Services to the Subscriber.
- 7.2 The Subscriber hereby agrees that a text message and a message sent by e-mail will also be regarded as provable notification of the Subscriber's failure to pay the amount charged and of an additional time limit. The delivery of a provable notification shall be governed by the provisions hereof concerning the alternative manner of delivery.
- 7.3 T-Mobile shall also be entitled to restrict or, as the case may be, suspend the provision of the Services to the Subscriber, even immediately, in the following cases:
- a) It has been impossible to deliver to the Subscriber any letters, Statements, reminders and other correspondence sent by T-Mobile, or the Subscriber rejected the acceptance thereof. This shall not apply if the Subscriber notifies T-Mobile pursuant to Article 5.4 hereof that the documents were not delivered to him/her;
  - b) The Subscriber fails to deliver the completed and signed Order to T-Mobile within the stipulated time limit in the case of a Subscriber Contract concluded by correspondence;
  - c) There is a justified suspicion that the Subscriber is misusing or has misused the Services provided;
  - d) The Subscriber uses equipment which has not been approved or admitted for operation in the Czech Republic;
  - e) The conditions necessary for the provision of the Services to the Subscriber are no longer fulfilled.
- 7.4 The entitlement of T-Mobile to receive the payment of the charges due for the Services provided and the entitlement to receive the payment of the monthly fees shall not be affected by the restriction or suspension of the provision of the Services to the Subscriber.

## **8 Contractual Penalties**

- 8.1 In the event that the Subscriber delays the payment of the Statements, T-Mobile shall be entitled to charge contractual penalties under the conditions and in the amounts stipulated in the Price List of Services.

- 8.2 In the event that the Subscriber Contract is terminated by T-Mobile prior to the expiration of the agreed contractual term due to a breach of the Subscriber's obligations, the Subscriber shall be obliged to pay to T-Mobile a contractual penalty in the amount of the total sum of the remaining monthly fees to be paid by the Subscriber until the end of the agreed duration of the Subscriber Contract. The contractual penalty shall be calculated based on the monthly fee of the Subscriber's tariff active as on the date of the termination of the Subscriber Contract.
- 8.3 In the event that the Subscriber breaches the obligation to observe the agreed Minimum Monthly Payment, the Subscriber shall pay to T-Mobile a contractual penalty in accordance with the conditions relevant to the Minimum Monthly Payment.
- 8.4 T-Mobile shall be entitled to charge contractual penalties either in a separate Statement or in a Statement along with the charges for the Services provided. In such a case, T-Mobile shall separate the contractual penalties from the other billed items. The Subscriber undertakes to pay the contractual penalties within the time limit stipulated in the Statement. The payment of the contractual penalties shall not relieve the Subscriber from the duty to pay other amounts due. The right of T-Mobile to claim damages shall not be affected by the payment of the contractual penalties.
- 8.5 The contractual penalties specified in these General Terms and Conditions and in other special contractual terms and conditions are hereby agreed in writing also for any and all future non-written Subscriber Contracts between T-Mobile and the Subscriber. This shall particularly apply to the contractual penalties as per 8.2 and 8.3 hereof.

## 9 Measures to Prevent Misuse of Services

- 9.1 The Subscriber undertakes:
- 9.1.1 Upon ascertaining a loss or theft of the SIM card, to immediately notify T-Mobile thereof. T-Mobile shall take measures to prevent misuse of the SIM card within two hours at the latest following the Subscriber's notification. The same applies in the event of a justified suspicion of the Subscriber that the passwords and security codes have been misused.
- 9.1.2 To protect any and all passwords and security codes. In the event of a justified suspicion of the disclosure of any of the codes, the Subscriber undertakes to promptly change the concerned password or security code.
- 9.1.3 To acquaint any third parties whom he/she allows to use his/her SIM card with the terms and conditions of the Subscriber Contract and with other important information regarding the Services. The Subscriber shall be responsible for acts performed by these third parties.
- 9.2 In the event of loss, theft, or damage to the SIM card, or in the event of a disclosure of the PUK code, T-Mobile shall issue to the Subscriber a new SIM card under the conditions and for the price specified in the Price List of Services.

## 10 Alteration of the Subscriber Contract

- 10.1 The Subscriber may apply for the alteration of the Subscriber Contract in writing through the Customer Centre or, as the case may be, in other manners in accordance with the current conditions of T-Mobile. T-Mobile shall be entitled not to perform the requested change (e.g., due to Subscriber's debt, if the provision of the Services has been restricted or suspended as per Article 7 hereof, during the course of the termination notice period, etc.).
- 10.2 T-Mobile will confirm the alteration of the Subscriber Contract by the implementation of the requested alteration or, as the case may be, in writing.
- 10.3 The alteration shall be implemented no later than as of the beginning of the billing period immediately subsequent to the acceptance of the Subscriber's application, provided that the application has been delivered to T-Mobile at least 5 days prior to the beginning of such billing period.
- 10.4 In the event that the alteration proposed by the Subscriber has not been implemented, the application for the alteration shall be deemed rejected. T-Mobile shall notify the Subscriber thereof.

## 11 Processing of the Subscribers' Personal Data

- 11.1 T-Mobile maintains a database containing personal and identification data of Subscribers (hereinafter referred to as "personal data") which T-Mobile obtained in relation to the conclusion of a Subscriber Contract or based on any other direct or indirect contact with the Subscriber or, as the case may be, from third parties. T-Mobile protects personal data to the maximum degree possible corresponding to the level of technical development.
- 11.2 T-Mobile processes personal data in two basic manners: a) processing of personal data **pursuant to the law, which the Subscriber cannot refuse** (see Article 11.3), and b) processing of personal data **pursuant to the law or based on the Subscriber's consent which the Subscriber may refuse to provide** (see Article 11.5).
- 11.3 The processing of personal data pursuant to the law, which the Subscriber cannot refuse, includes the processing of personal data for the following purposes: provision of the Services and related 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 shall also include, among other things, repeated failure to pay for the Services provided), debt collection, and provision of third party services or sale of third party products via the T-Mobile network. For the aforesaid purposes, T-Mobile processes particularly the following personal data: name and surname, title, address, birth identification number/national id. number, numbers of documents presented, phone numbers and e-mail addresses, business name, registered office, place of business, company identification number, payment data and payment history, numbers of SIM cards, activated tariff plan, and password. The Subscriber may provide T-Mobile with other data related to the aforesaid purposes, such as the bank account number.
- 11.4 Furthermore, T-Mobile processes traffic and location data pursuant to the law. The traffic data processed by T-Mobile for the provision of Services, for billing purposes and for the purpose of debt collection include, 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, number of provided units (e.g., minutes, kB or units), location of the Subscriber and data on the network to which the Subscriber is connected (e.g., in roaming), type of internet access (e.g., WAP, APN Internet, APN Intranet, etc.), information on transit exchange, etc.
- 11.5 The Subscriber agrees that T-Mobile may process personal data for the following purposes: marketing and sales purposes, including distribution of commercial messages, telemarketing and market survey, verification and evaluation of payment history through the register of debtors and other similar registers, 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 phone directory. Throughout the period of duration of the Subscriber Contract, T-Mobile shall be entitled to process particularly the following personal data for marketing and sales purposes: name, surname, business name, address of residence, place of business, registered office, company registration number, tax registration number, date of birth, Subscriber's phone numbers, e-mail addresses, type of mobile phone, IMEI, type and volume of the services used, duration of the Subscriber Contracts. Within processing personal data for marketing and sales purposes, T-Mobile shall be entitled to process personal data for its own marketing campaigns, as well as for marketing events of other parties whose business activities are directly related to the provision of the Services in the T-Mobile network (e.g., vendors of mobile phones, content providers using the T-Mobile network, vendors of goods using the T-Mobile network). T-Mobile may send commercial messages in the form of SMS, MMS, e mail or written correspondence. Commercial messages may be marked with an asterisk sign (\*). 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 and other contact data (including the phone number) for the purpose of offering services and products.

- 11.6 The processing of personal data for the purpose of verification of payment history using the register of debtors includes the processing of the title, name, surname, address, birth identification number, date of occurrence of debt, the amount of debt, type of services/products in relation to which the debt has occurred, due dates, the amount of outstanding debts after the due date, number of outstanding debts, information on the assignment of claims, dates of payment, information on debt write-off, ID records. T-Mobile may provide such personal 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 outstanding for more than 30 days after the due date. The provider of the register may further provide these personal data, including the birth identification number which is a necessary identifier, to all persons accessing the register for the purpose of verification of payment history. As of the date of effect of these General Terms and Conditions, T-Mobile provides data for the purpose of verification of payment history to the SOLUS association, company registration number 69346925. The current list of members of the SOLUS association is listed at [www.solus.cz](http://www.solus.cz). The consent given by the Subscriber to the processing of personal data for the purpose of verification of payment history through the register of debtors shall apply for the period of duration of the Subscriber Contract and, furthermore, for a period of 3 years following the settlement of the last Subscriber's obligation towards T-Mobile. The Subscriber may withdraw such consent in writing no later than within 1 month following the conclusion of the Subscriber Contract. T-Mobile may enter into cooperation with other registers of debtors 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.
- 11.7 T-Mobile will publish the Subscriber's contact data 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. 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 contact data in the printed telephone directory that the Subscriber does not wish to be contacted for the purpose of offering business or services. Calls between the Subscriber and the information service and the T-Mobile Customer Centre 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 service or the Customer Centre.
- 11.8 T-Mobile will process personal data for the entire period of duration of the Subscriber Contract, unless stipulated otherwise herein or in the legal regulations in force. Under the law, T-Mobile may process personal data after the termination of the Subscriber Contract for purposes such as debt collection, handling of complaints, evaluation of the customer's payment history, etc. In such cases, T-Mobile will terminate the processing of personal data once the reason for the processing thereof ceases to exist.
- 11.9 The Subscriber may refuse or withdraw his/her consent to the processing of personal data which is subject to the Subscriber's consent (Articles 11.5, 11.6, 11.7), based on a written letter sent to the Customer Centre, by calling the Customer Centre (4603 from the T-Mobile network) or in any other manner defined by T-Mobile. The consent to the processing of data for the purposes of evaluation of payment history through a register of debtors may only be withdrawn in writing. In the event that the Subscriber withdraws his/her consent to a certain type of processing of personal data, T-Mobile will terminate the processing of data within a reasonable time period that corresponds to T-Mobile's technical and administrative possibilities. The Subscriber has the right to access his/her personal data, to have his/her personal data corrected, as well as other rights stipulated in Section 21 of the Personal Data Protection Act.
- 11.10 Detailed information concerning the processing of personal data is published at [www.t-mobile.cz](http://www.t-mobile.cz), where is also a list of entities processing personal data.
- 12 Network Maintenance, Signal Coverage**
- 12.1 T-Mobile may perform technical adjustments and maintenance of the network, which may exceptionally result in temporarily reduced availability of the Services. T-Mobile shall inform the Subscribers concerned of such a measure in a reasonable manner and without undue delay, provided that it is possible to identify such Subscribers concerned in advance.
- 12.2 The areas covered by the radio signal are approximately represented in graphic form on the map which is regularly updated. With respect to the nature of the radio waves propagation as well as the limited possibilities of the graphical representation of the factual status on the map, T-Mobile does not guarantee that the Subscriber will always reach the network connection in the areas on the map represented as covered by the signal. Lack of signal coverage in certain parts of the Czech Republic is not a fault on the part of T-Mobile and shall not create the right of the Subscriber to withdraw from the Subscriber Contract.
- 13 Claims, Time Limits for Filing Claims**
- 13.1 Claims shall be filed in writing to the Customer Centre at the address of T-Mobile's registered office (Tomíčková 2144/1, 149 00 Prague 4). The Subscriber shall be entitled to file a claim within two months following the delivery of the Statement of the price for the provided Service or following the defective provision of a Service; otherwise the right shall cease to exist.
- 13.2 The filing of a claim has no suspensive effect.
- 13.3 T-Mobile shall settle such claim without undue delay within the shortest time possible corresponding to the complexity and technical and administrative demands of the filed claim, though no later than within one month following the delivery of a claim, or within two months in the event that the settlement of the claim requires a consultation with a foreign operator.
- 13.4 Should the Subscriber disagree with the settlement of a claim, the Subscriber shall be entitled to raise objections at the Czech Telecommunications Office within one month following the delivery of the notice of claim settlement.
- 14 Validity and Effect of the Subscriber Contract**
- 14.1 The Subscriber Contract shall be entered into for a period agreed by the contracting parties. In the case of a fixed-term Subscriber Contract, the duration of the Subscriber Contract shall automatically be extended for an indefinite period of time after the expiration of the agreed contractual period. This shall not apply if either of the parties delivers to the other party, at least 30 days prior to the expiration of the agreed contractual period, a written notice stating that the party insists on the termination of the Subscriber Contract. Under the stipulated conditions, the agreed contractual period of a Subscriber Contract may be changed from an open-ended duration to a fixed term, or the duration of a Subscriber Contract may be extended for a fixed term, in both cases also in a manner other than in writing. The duration of a Subscriber Contract shall then be changed upon the Subscriber's acceptance of the benefit. On the basis of special conditions for the provision of a certain Service, T-Mobile shall be entitled, after the expiration of the originally agreed period, to automatically extend the Subscriber Contract by the period specified in these conditions. The agreed fixed term of a Subscriber Contract shall be extended by the period for which the provision of the Services is suspended.
- 14.2 An open-ended Subscriber Contract may be terminated in writing at any time. In such a case, the notice period shall be one month and shall begin on the day on which a notice of termination is delivered to T-Mobile.
- 14.3 A fixed-term Subscriber Contract may be terminated in writing only at the time of expiration of the agreed period of duration.
- 14.4 Regardless of the agreed period of duration, the Subscriber may terminate the Subscriber Contract in writing
- a) within 20 days following the date of the publication of a substantial amendment of the General Terms and Conditions which is not

- a result of an amendment of the legislation in force and represents worsened conditions for the Subscriber,
- b) within 20 days following the date of the publication of a substantial increase in the price of a basic Service under Annex No. 1 hereof, which is not a consequence of an amendment of the legislation in force. However, the Subscriber shall not be entitled to terminate the Subscriber Contract in the event that the increase in the price concerns a Service which the Subscriber has not been using during the previous six months until the day on which such increase in the price is published.

In both cases, the notice period shall be 15 days and shall begin on the day on which a notice of termination is delivered to T-Mobile.

- 14.5 The Subscriber who was informed of the particular changes before concluding the Subscriber Contract shall not be entitled to terminate the Subscriber Contract as per the previous Article.
- 14.6 The termination of the Subscriber Contract based on a request for the porting of a number to the network of another operator is subject to special conditions.
- 14.7 In the event of termination of a Subscriber Contract, T-Mobile may, unless expressly requested not to do so by the Subscriber, transfer the relevant SIM card to the regime of prepaid services instead of terminating the provision of Services.
- 14.8 T-Mobile shall be entitled to terminate a Subscriber Contract (or, as the case may be, all Subscriber Contracts) in writing in the following cases, with a 20-day notice period which shall begin on the day on which the notice of termination is sent to the Subscriber (Along with sending the notice of termination, T-Mobile is also entitled to restrict or suspend the provision of Services, even without prior notification):
- a) if there is a justified suspicion or if it comes out that the Subscriber is misusing the Services and the Subscriber fails to arrange, even upon a request submitted by T-Mobile, for a remedy within the time limit stipulated by T-Mobile; such request is not required if it is evident that the remedy will not be arranged for,
- b) if the Subscriber enters into liquidation, if a bankruptcy order is adjudicated in respect of the Subscriber's assets, a motion for a decision on declaration of Subscriber's bankruptcy is filed, the enforcement of a judgment or execution by sale of the Subscriber's enterprise is ordered, the enforced administration is imposed on the Subscriber,
- c) if the Subscriber states untrue data when entering into the Subscriber Contract.
- 14.9 The rights of T-Mobile and the Subscriber, in particular the entitlement of T-Mobile to receive payment of the amounts due for the Services provided, of the contractual penalties and damages as well as other claims of T-Mobile, shall not be affected by the termination of the Subscriber Contract.
- 14.10 The Subscriber Contract shall be terminated at the moment of the Subscriber's death, unless T-Mobile makes an agreement with any of the entitled heirs of the Subscriber on the continuation thereof.

## 15 Liability for Damage

- 15.1 If a Service could not be fully used or could not be used at all due to a defect of a technical or operational nature on the part of T-Mobile, T-Mobile shall be obliged to ensure the removal of the defect and to reasonably decrease the price or, upon an agreement with the Subscriber, to arrange for the provision of the Service in an alternative manner. In such cases, the Subscriber shall not be entitled to damages.
- 15.2 T-Mobile shall not be liable for damage incurred by the Subscriber due to:
- a) misuse of security codes and passwords,
- b) loss or theft of the Subscriber's SIM card,
- c) insufficient protection of technical devices,
- d) conduct at variance with the Subscriber Contract, terms and conditions of special services and legal regulations in force,
- e) stating of incorrect data, e.g. addresses,
- f) failure to use the free units,
- g) defective provision of a service or failure to provide a service, including services provided by third parties.

- 15.3 The Provider and the Subscriber have agreed that the total foreseeable damage which might arise as a consequence of violation of the legal duties of T-Mobile may amount to a maximum of CZK 100,000.
- 15.4 T-Mobile will satisfy the right to damages by reducing the amount charged in the subsequent Statements of Services. T-Mobile will satisfy the right to damages in another manner based on the Subscriber's written request.

## 16 Conditions for the Provision of Prepaid Services

- 16.1 The Subscriber Contract for the prepaid Service shall be entered into by the payment of the price of activation. In the event that the activation of the prepaid Service is free of charge, the Subscriber Contract is entered into at the moment at which the Subscriber uses the prepaid Service for the first time (e.g., the Subscriber makes the first outgoing call or orders a service through a t-zones account).
- 16.2 The content of the Subscriber Contract for the provision of prepaid Services is defined in:
- a) the General Terms and Conditions, with the exception of those individual stipulations which cannot be applied thereto with respect to the nature of the prepaid Service (e.g., the individual stipulations of Articles 2, 5, 6, 8, 9 and 14),
- b) Price List of Services.
- 16.3 Consent of T-Mobile shall not be necessary for a change of the Subscriber to the prepaid Service. The Subscriber shall be entitled to assign the prepaid SIM card for use to a third party. In such a case, the Subscriber undertakes to inform the third party of these General Terms and Conditions, Price List of Services, and to provide this party with the original of the letter containing the security codes. At the moment of the acceptance of the prepaid SIM card, the third party shall become a Subscriber.
- 16.4 T-Mobile shall be entitled to consider the person who presents the original of the cover letter related to the prepaid SIM card and containing the security codes (hereinafter referred to as the "cover letter") a Subscriber.
- 16.5 T-Mobile will provide, together with the Subscriber's SIM card, credit in the amount corresponding to the topped up amount. Such credit may only be used in connection with the Services charged according to the Price List of Services. T-Mobile will allow the Subscriber to use the Services within the time limits defined in T-Mobile's information materials. The Subscriber may ask T-Mobile for a refund of the unused credit no later than within one month following the termination of the Subscriber Contract. For the credit refund, the Subscriber shall be obliged to pay the price according to the Price List of Services in force. In the event of termination of the Subscriber Contract due to number porting, the right of the Subscriber to request the credit refund is regulated by special conditions. T-Mobile will not refund the credit in the event of suspicion of misuse of the process of refunding the unused credit.
- 16.6 In the event that the Subscriber obtains in special cases an additional credit in addition to the topped-up credit (hereinafter referred to as the "bonus credit"), the aforesaid provision shall apply accordingly; frequent use of the auditex services, premium SMS, M-payments and other premium services under special conditions shall be considered misuse of Services depending on the particular circumstances of the case. The Subscriber shall not be entitled to request the refund of the unused bonus credit.
- 16.7 At the Subscriber's request, T-Mobile will issue a new SIM card to the Subscriber under the conditions and for the price stipulated in the Price List of Services.
- 16.8 T-Mobile shall not be liable for damage incurred by the Subscriber due to:
- a) failure to use the credit on a prepaid SIM card,
- b) stating of incorrect data when paying for the prepaid services,
- c) loss, theft or misuse of top-up coupons.
- 16.9 The Subscriber Contract for the prepaid Service shall terminate:
- a) if the time limit for making the first outgoing call elapses to no effect; this time limit is three years following the date of manufacture of the prepaid SIM card stated in the cover letter,

- b) if the time limit for topping up the prepaid SIM card with credit elapses to no effect; this time limit is set out in the Price List of Services or in other informational materials.
- 16.10 The Subscriber to the Prepaid Service shall be entitled to terminate the Subscriber Contract in the following cases, with a 15-day notice period which shall begin on the date of delivery of the notice of termination to T-Mobile:
- a) within 20 days of the date of the publication of a substantial amendment of the General Terms and Conditions which is not a result of an amendment of the legislation in force and represents worsened conditions for the Subscriber,
  - b) within 20 days of the date of the publication of a substantial increase in the price of a basic Service as per Annex No. 1 hereof which is not based on an amendment of the legislation in force. The Subscriber shall not be entitled to terminate the Subscriber Contract as per the previous sentence in the event that the increase in the price concerns a Service which the Subscriber has not been using during the previous six months until the day on which the price increase is published,
  - c) in the event of filing an application for the porting of the Subscriber's number to another network in accordance with special conditions.
- 16.11 Upon termination of the Subscriber Contract, the Subscriber shall return the prepaid SIM card to T-Mobile, which is a necessary condition for the termination of the Subscriber Contract (with the exception of the reason for termination as per Article 16.10 (c)).

## **17 Amendment of the General Terms and Conditions and Validity Thereof, Amendment of Other Contractual Conditions**

- 17.1 T-Mobile shall be entitled to alter and amend the General Terms and Conditions due to amendments of the legislation in force or changes in the conditions in the telecommunications market.
- 17.2 The rights and obligations of the parties as per these General Terms and Conditions which shall survive until the complete satisfaction thereof (in particular, the rights and obligations as per Articles 18.1 and 18.3) shall not cease to exist at the moment of termination of the duration of the Subscriber Contract.
- 17.3 T-Mobile shall be entitled to alter the scope, conditions, quality, and prices of Services, or to terminate the provision of the current Services for reasons of inflation, launching of new Services, changes of conditions in the telecommunications market, improvement of the quality of the network, development of new technologies, etc. T-Mobile undertakes to substitute the Services whose provision is to be terminated with new, similar Services, if feasible from the technical and economic point of view.
- 17.4 T-Mobile and the Subscriber have agreed that T-Mobile shall inform the Subscriber of alterations to the scope, conditions, quality and prices of the Services, as well as of any alteration to the General Terms and Conditions, in the manner set forth in Article 4.1.3 hereof. As for the relevant time limits, the first publication of the particular alteration in any of the manners defined herein shall be decisive.
- 17.5 T-Mobile shall publish the information regarding an alteration to the Price List of Services usually 40 days in advance.
- 17.6 T-Mobile shall publish the information regarding the amendment to the General Terms and Conditions at least 40 days in advance.
- 17.7 If the Subscriber does not terminate the Subscriber Contract as per Article 14 within 20 days of the date of the publication of the amendment to the General Terms and Conditions, it shall be deemed that the Subscriber agrees with the amendment to the General Terms and Conditions.

## **18 Applicable Law**

- 18.1 The rights and obligations of the parties ensuing from the Subscriber Contract shall be governed by the system of law of the Czech Republic.
- 18.2 Any disputes between T-Mobile and the Subscriber shall be decided by the Czech Telecommunications Office.
- 18.3 The parties have agreed that matters in which the court is competent to decide shall be decided by the Regional Court in Prague 10, which shall have local jurisdiction.

- 18.4 T-Mobile and the Subscriber have expressly agreed that the contractual relationship established based on the Subscriber Contract shall be governed by Act No. 513/1991 Coll., the Commercial Code, as amended.

## **19 Joint and Final Provisions**

- 19.1 Legal acts performed via electronic means must be signed with a certified electronic signature based on a qualified certificate issued by an accredited certification-services provider pursuant to special statutory regulations defining the electronic signature, unless expressly agreed otherwise. Legal acts of T-Mobile performed via fax, electronic mail or SMS shall also be deemed written legal acts of T-Mobile. Article 19.4 shall apply accordingly with respect to alternative manner of delivery of such correspondence.
- 19.2 Written documents of T-Mobile (in particular the notice of termination of the Subscriber Contract, notification of an alteration to the Services, to the Price List of Services or to the General Terms and Conditions, notification of the settlement of a claim, reminder notices, as well as other written documents) which are delivered via a mail service provider shall be served to the address designated by the Subscriber for that purpose or to the address of the domicile/registered office/place of business which the Subscriber specified upon signing the Order, or, as the case may be, to an address changed and announced to T-Mobile or which ensues from the public registers.
- 19.3 If a written document cannot be delivered to the Subscriber, the written document shall be deemed delivered on the date on which the document is delivered to the address pursuant to Article 19.2 hereof or, as the case may be, on the date on which the time limit set forth for the collection of the document elapses to no effect, even if the Subscriber has no knowledge of the deposition thereof, or on the date on which the written document is delivered back to T-Mobile, whichever occurs first.
- 19.4 If correspondence is delivered via SMS, it shall be deemed delivered upon sending the SMS to the Subscriber's phone number.
- 19.5 Unless expressly stipulated otherwise, a day shall always be understood as a calendar day.
- 19.6 The Czech version of these General Terms and Conditions shall be binding.
- 19.7 These General Terms and Conditions, the Price List of Services currently in force, the Order and the conditions of special services shall form the content of the Subscriber Contract. In connection with the regulation of the same issue, the regulation contained in the Order, the Price List of Services and the conditions of special services shall prevail over the General Terms and Conditions; the Order shall prevail over the Price List of Services.
- 19.8 Annex No. 1 – Basic and Additional Services shall form an integral part of these General Terms and Conditions.
- 19.9 The General Terms and Conditions in force are available for reference at the T-Mobile Shops and at [www.t-mobile.cz](http://www.t-mobile.cz).
- 19.10 These General Terms and Conditions shall come into force and effect as of 1 April 2007. These General Terms and Conditions shall fully substitute the General Terms and Conditions of T-Mobile Czech Republic issued on 1 September 2005.

### **Annex No. 1 – Basic and Additional Services**

T-Mobile provides basic and additional Services in the territory of the Czech Republic.

#### **Basic Services are the following:**

Phone calls – outgoing calls and receiving incoming calls  
 Free emergency calls – emergency calls can be made without a SIM card  
 Data transmissions  
 Short Messaging Service (SMS)  
 Multimedia Messaging Service (MMS)

#### **Additional Services are other Services under T-Mobile's current offer.**