

# 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").

## 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. 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 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 agreed term of the Subscriber Contract commences on the date of SIM-card activation. In the event that the Subscriber switches from the prepaid Service to a tariff plan, the term of the Subscriber Contract commences at the time when the change from the prepaid Service to a tariff plan is registered in the T-Mobile systems.

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 Subscriber, T-Mobile shall activate the SIM card upon the Subscriber's request by telephone or, as the case may be, without the Subscriber's request if the time limit for such request elapses to no effect. 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 If the SIM card is not activated by T-Mobile within seven days following the day on which the Subscriber receives the SIM card, it shall be deemed that T-Mobile has withdrawn from the Subscriber Contract. This also applies where the Subscriber requests the change from the prepaid Service to a tariff plan. In such a case, the seven-day time limit commences on the day on which the Subscriber submits the relevant request. T-Mobile shall be obliged to inform the Subscriber in writing of its reasons for the withdrawal from the Subscriber Contract.

2.9 The SIM card shall remain, throughout 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.

2.10 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 comes into force 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 outstanding 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).

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 Services and offers, including those designated by T-Mobile as unlimited, only in a manner that does not constitute misuse of the Services or offers. In this case, misuse of Services or offers 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 Service or an offer at variance with this provision, T-Mobile shall be entitled to terminate or restrict the provision of such Service or offer to the Subscriber or, as the case may be, reduce the data transmission speeds. T-Mobile is also entitled to bill the connections that would not otherwise have been billed. In such a case, T-Mobile will apply the price per minute according to the tariff plan with the highest monthly fee. The measures under this

paragraph are exceptional and will not be applied on a blanket basis.

### 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. The Subscriber shall be obliged to read the conditions and notifications.
- 3.2.2 To use the Services only together with such devices which have been approved or admitted for use in the Czech Republic. The use of the Services via any other than mobile devices 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 this 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 (e.g., changes to personal or identification data, changes to the address, etc.) 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 to other Subscribers messages containing unsolicited advertisements or messages that may, for other reasons, be considered spam. 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 perform network upgrades within the shortest possible time-frames that correspond to the technological demands of the performed activity.
- 4.1.4 To publish information on 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).
- 4.1.5 To provide the Subscriber with any and all information regarding the security codes necessary for the use of the Services, in particular the PIN and PUK codes.
- 4.1.6 To inform the Subscriber, reasonably in advance, of any change to its password, e-mail address, and other significant changes.
- 4.1.7 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.
- 4.1.8 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 by T-Mobile due to the reasons on the part of the Subscriber shall not constitute the liability of T-Mobile to refund the value of free units to the Subscriber.
- 4.1.9 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 or his/her representative, the Subscriber's 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 prices, offers, service quality and 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.
- 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.

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. 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 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.

## 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 restrict 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 or advance if any of the situations specified in Articles 7.3 (with the exception of paragraph d) or 7.4 occurs.

6.5 The maximum amount of an extraordinary deposit or advance is usually 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 or advance to the

Subscriber in any manner specified for delivery of correspondence in these General Terms and Conditions (Article 19).

6.6 T-Mobile undertakes to return the extraordinary deposit or advance without undue delay after the Subscriber pays all Statements of Services which reflect the situations that comprised the reason for T-Mobile to request an extraordinary deposit or advance.

## 7 Restriction and Suspension 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.

7.3 T-Mobile shall 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:

- 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;
  - 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;
  - There is a suspicion that the Subscriber has entered into the Subscriber Contract based on untrue data;
  - The Subscriber uses equipment which has not been approved or admitted for operation in the Czech Republic;
  - The conditions necessary for the provision of the Services to the Subscriber are no longer fulfilled;
  - The Subscriber uses Services in a manner that may negatively affect the operation of the network or its part, or that may negatively affect the availability of Services for other Subscribers;
  - There is a justified suspicion that the Services provided are being misused.
- 7.4 T-Mobile undertakes to protect the Subscriber against misuse of his/her SIM card(s) in the event that there is unusually high traffic on any of his/her SIM card(s) which, during the respective billing period, exceeds double the average amount billed in the Statement of Services, or in the event of unusual traffic such as calls to exotic destinations or to audiotex numbers although there have been no such calls in such a volume in the past. In these



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cases, T-Mobile shall immediately suspend the provision of Services to the Subscriber. T-Mobile shall inform the Subscriber of these facts via a text message or in another suitable manner. The restriction of the provision of Services may also apply to SIM cards other than those on which unusually high traffic or an unusual type of traffic has occurred.

7.5 In the event that the Subscriber pays an extraordinary deposit, the provision of Services on his/her SIM card(s) will be renewed without any undue delay. 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 and Financial Compensation

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 the Subscriber fails to pay the amounts billed in three consecutive Statements of Services or delays payment of any of its financial obligations for more than 90 days, 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 term of the Subscriber Contract. This total sum will be calculated for the period from the commencement of the suspension period (see Article 7) during which the entitlement to a contractual penalty arises until the end of the agreed contractual term. The contractual penalty will be calculated based on the monthly fee excl. VAT billed in the most recent Statement of Services. The entitlement to this contractual penalty does not apply to open-ended contracts. In the event of early termination of the Subscriber Contract due to a breach of obligations other than as per Article 14.8 (a) and (b), the Subscriber shall be obliged to pay to T-Mobile financial compensation for the costs incurred in relation to entering into the contract. Such compensation will be calculated as the total amount of the monthly fees payable for the period from the date of termination of the Subscriber Contract until the end of the agreed term thereof. Should the Subscriber terminate his/her fixed-term Subscriber Contract in accordance with the special terms and conditions due to porting his/her phone number to another operator, the Subscriber shall be obliged to pay to T-Mobile financial compensation that will be calculated as the total sum of the monthly fees remaining until the end of the agreed term of the Subscriber Contract. More details regarding this are listed in the special terms and conditions.

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 the latter 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 and financial compensation 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 and financial compensation 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.

9.3 The Subscriber shall be liable for payments for Services used upon a loss or theft of the SIM card within the first two hours following the moment of reporting the loss or theft of the SIM card to T-Mobile. This also applies to any misuse of the password or security codes.

## 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, by calling the Customer Centre, via My T-Mobile on the T-Mobile website 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.). The Subscriber bears full responsibility for any changes to the Subscriber Contract made via the T-Mobile portal, as well as for any other acts performed upon logging into this portal.

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



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(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 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 voluntarily 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 surveys, 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 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 campaigns 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's partners who provide services/goods based on the T-Mobile loyalty programs, etc.). 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. T-Mobile is entitled to verify and evaluate the Subscriber's payment history through the register of debtors and other similar registers upon establishment of the contractual relationship, as well as at any time during the term of the Subscriber Contract if necessary.

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, company name, registered office, place of business, 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 effective date of these General Terms and Conditions, T-Mobile provides data for the purpose of verification of payment history to the SOLUS association, identification number 69346925, and to the LLCB association, having its registered office at Praha 1, Na Příkopě 1096/21, postal code 117 19. The current list of members of the SOLUS association is available at [www.solus.cz](http://www.solus.cz). The current list of members of the LLCB association is available at [www.lcb.cz](http://www.lcb.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. 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 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 service, the Customer Centre or external call centres of T-Mobile.

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 Subscriber'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 Services Division, 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 cannot be withdrawn. 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 does not constitute a fault on the part of T-Mobile and shall not create the right of the Subscriber to withdraw from the Subscriber Contract.

## 13 Complaints, Time Limits for Filing Complaints

- 13.1 Complaints shall be filed in writing to the Customer Centre at the address of T-Mobile's registered office (Tomičkova 2144/1, 149 00 Prague 4). The Subscriber shall be entitled to file a complaint 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. In his/her complaint, the Subscriber shall state his/her identification data, phone number and the Statement of Services concerned and specify, in a clear and comprehensible manner, what he/she perceives as wrongful conduct on the part of T-Mobile.
- 13.2 The filing of a complaint has no suspensive effect, unless such suspensive effect has been granted by the Czech Telecommunications Office.
- 13.3 T-Mobile shall handle such complaint without undue delay within the shortest time possible corresponding to the complexity and technical and administrative demands of the filed complaint, though no later than within one month following the delivery of a complaint, or within two months in the event that the handling of the complaint requires a consultation with a foreign operator.
- 13.4 Should the Subscriber disagree with the outcome of complaint handling, the Subscriber shall be entitled to raise objections at the Czech Telecommunications Office within one month following the delivery of the notice on the outcome of the complaint handling process.

## 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 such conditions. The agreed fixed term of a Subscriber Contract shall be extended by the period for which the provision of the Services is suspended, with the exception of the service suspension period during which an entitlement to the contractual penalty as per Article 8.2 arises. However, even if the Subscriber fulfils all of his/her financial obligations during such suspension of the provision of Services, the term of the 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 by the Subscriber 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 by the Subscriber 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, subject to a 15-day notice period that begins on the day on which a notice of termination is delivered to T-Mobile, if T-Mobile makes substantial changes to the contractual conditions that result in worsened conditions for the Subscriber. In such a case, the Subscriber shall deliver the notice of termination to T-Mobile no later than within 20 days of the date of publication of such changes to the contractual conditions. A change not relating to the basic Services as per Annex No. 1 shall not usually be considered a substantial change. Whether a change represents a substantial change to the contractual conditions, making such conditions less favourable for the Subscriber, shall be assessed based on the estimated impact on an average Subscriber in the given customer segment. In justified cases, T-Mobile may allow the Subscriber to terminate the

Subscriber Contract even if a change to the contractual conditions is not substantial. If a change to the contractual conditions is a result of an amendment of the legislation, the Subscriber Contract cannot be terminated on these grounds.

- 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 rejected 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):
- The Subscriber fails to pay three consecutive Statements of Services within their maturity period,
  - The Subscriber delays payment of any of its financial obligations for more than 90 days,
  - Any of the situations specified in Article 7.3 (a) to (g) occurs,
  - The Subscriber enters into liquidation, an insolvency petition with respect to the Subscriber is filed, a decision on bankruptcy, reorganization, discharge of a debt or another way of settlement of the Subscriber's bankruptcy is issued, the enforcement of a judgment or execution by sale of the Subscriber's enterprise is ordered, the enforced administration is imposed on the Subscriber.
- 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 upon the Subscriber's death, unless T-Mobile makes an agreement with any of the eligible 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 misuse of security codes and passwords, loss or theft of the Subscriber's SIM card, insufficient protection of technical devices, conduct at variance with the Subscriber Contract, terms and conditions of special services and legal regulations in force, stating of incorrect data, e.g. addresses, failure to use the free units, defective provision of a Service or failure to provide a Service, including services provided by third parties.

15.3 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 120,000.

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). The Subscriber Contract for the prepaid Service may also be entered into in writing.

16.2 The content of the Subscriber Contract for the provision of prepaid Services is defined in 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), and in the 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. Upon 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 paid amount. Such credit may only be used for the Services. T-Mobile will allow the Subscriber to use the Services within the time limits defined in T-Mobile's informational 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. If T-Mobile allows the transfer of credit from a tariff plan to the prepaid Service, such credit shall not be refunded. In the terms of Section 578 of the Civil Code, the Subscriber's right to a credit refund shall cease to exist upon expiry of the given one month period to no effect. 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 also apply; 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 In the event that the Subscriber has negative credit, he/she shall be obligated to top up credit, without any undue delay, with such an amount as to ensure that the credit is not negative.

16.8 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.

16.9 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. The Subscriber to the prepaid Service may terminate the Subscriber Contract, subject to a 15-day notice period which begins on the date of delivery of the notice of termination to T-Mobile, under the same conditions applicable to the termination of a Subscriber Contract as per Article 14.4. Furthermore, the Subscriber may terminate the Subscriber Contract due to filing an application

for the porting of his/her number to another operator in compliance with the special conditions.

16.10 Upon termination of the Subscriber Contract, the Subscriber shall return the prepaid SIM card to T-Mobile, with the exception of the termination of the Subscriber Contract due to number porting.

## 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 electronic communications 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 shall not cease to exist at the moment of termination of the duration of the Subscriber Contract. Articles 18.1 to 18.4 shall also apply after the termination 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 in the conditions in the electronic communications 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 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 4.1.4 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 publication of a substantial change to the contractual conditions that results in the worsening of such conditions, it shall be deemed that the Subscriber agrees with such change to the contractual conditions.

## 18 Applicable Law and Dispute Resolution

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. Any disputes between T-Mobile and the Subscriber shall be decided by a court; certain cases also fall within the competence of the Czech Telecommunications Office.

- 18.2 T-Mobile and the Subscriber may unilaterally submit for decision any property dispute arising out of the Subscriber Contract to an arbitrator registered in the register of arbitrators maintained by Společnost pro rozhodčí řízení a.s. (hereinafter referred to as "SRR"). This applies irrespective of whether a particular case falls within the exclusive jurisdiction of a court, or whether a particular case falls within the jurisdiction of a general court and the Czech Telecommunications Office. The Subscriber agrees with this arbitration clause. It is not possible to subsequently change the chosen method of dispute resolution for a particular case.
- 18.3 The arbitrator for a particular case shall be selected from the list of arbitrators registered by SRR. SRR may authorize the administrator of the register of arbitrators or another person to appoint an arbitrator. The arbitration proceedings shall be governed by Act No. 216/1994, in relation to which SRR issued the Rules of Arbitration, Regulations for Arbitration Costs and Organizational and Office Guidelines. These documents are available for viewing either at SRR's registered office at Sokolská 60, 120 00 Praha 2, or at <http://rozhodci.rizeni.cz>. During the arbitration proceedings, the arbitrator shall observe the Czech legal regulations in force. The arbitration award shall be final and binding upon both Parties. Any correspondence related to the arbitration proceedings shall be delivered by mail, e-mail or, as the case may be, in person. The provision of the Civil Procedure Code regarding restricted delivery shall apply mutatis mutandis if delivering documents to a party to the dispute which cannot be reached even though it resides/has its office in the place of delivery; in such a case, repeated delivery is not required and it applies that if the recipient fails to collect the correspondence within 10 days of the day on which it is deposited for collection, the correspondence shall be considered delivered on the last day of this time limit, even if the recipient has no knowledge of the deposition thereof. Any correspondence shall be served to the mailing address as per Article 3.1.6 (in the case of the Subscriber) or to the address of the registered office of T-Mobile, unless either party provably notifies the other party (e.g., by registered mail or e-mail) of a different address to be applied for the purposes of the arbitration proceedings. The Parties to the dispute undertake to notify the other party in the event that they wish receiving the correspondence related to the arbitration proceeding at a different address. Should either Party fail to meet this obligation, the correspondence related to the arbitration proceedings shall be sent to the mailing address

as per Article 3.1.6 (in the case of the Subscriber) or to the address of the registered office of T-Mobile or, as the case may be, to another known address, and the Parties to the dispute acknowledge that this shall have the same binding legal effects for the purposes of the arbitration proceedings, as if residing/having the office at this address. The Party to the dispute that fails to receive the correspondence agrees that the arbitrator may appoint a representative for this Party for the purposes of the arbitration proceedings, even after the issuance of the arbitration award.

- 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 T-Mobile will send all correspondence to the Subscriber via a postal-services provider, by fax, e-mail, SMS or MMS. Legal acts of T-Mobile performed via fax, electronic mail, SMS and MMS shall also be deemed written legal acts of T-Mobile.
- 19.2 The mailing address shall be designated by the Subscriber in the Order of Services. If needed, for example in the event of failed delivery of correspondence to such mailing address, T-Mobile may send such correspondence also to another address specified in the Order or to another known address of the Subscriber, including an e-mail address. The Subscriber who intends to use the SIM card in a device that does not enable the receipt of SMS and MMS shall be obligated to inform T-Mobile of such fact in advance and agree on an alternative manner of communication. If the Subscriber fails to meet this obligation, T-Mobile shall not be liable for any damage that may occur as a result thereof.
- 19.3 Correspondence sent via a postal-services provider 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. Delivery shall also be effective if the Subscriber does not reside at the address specified in Article 19.2. This shall not apply if T-Mobile sends the correspondence to an address which the Subscriber declared notified to T-Mobile as per Article 3.2.5 as being no longer valid.
- 19.4 Correspondence delivered by fax, e-mail or via SMS or MMS shall be deemed delivered no later than on the day following the day on which it was sent to the Subscriber's telephone number or e-mail address.

19.5 Unless expressly stipulated otherwise, a day shall always be understood as a calendar day.

19.6 The binding version of these General Terms and Conditions shall be the Czech version.

19.7 These General Terms and Conditions, the Price List of Services currently in force, the Order and the conditions of special offers and 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 October 2008. These General Terms and Conditions shall fully substitute the General Terms and Conditions of T-Mobile Czech Republic issued on 1 April 2007. In the case of Subscriber Contracts entered into before 30 September 2008, T-Mobile may charge the contractual penalty as per Article 8.2 only once during the term of the Subscriber Contract. Any delay that has occurred before these General Terms and Conditions take effect shall be taken into account for the purposes of the contractual penalty as per Article 8.2 if the Subscriber is in delay for more than 90 days as on the effective date of these General Terms and Conditions and if he/she fails to pay his/her outstanding obligations within 7 days following the effective date of these General Terms and Conditions.

#### **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.**

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

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