

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

1. Preamble

These General Terms and Conditions form a part of the Contract for the Provision of Electronic Communication Services (hereinafter the "Contract") that you (hereinafter the „Subscriber“) have concluded with T-Mobile Czech Republic a.s., Tomičkova 2144/1, 149 00 Prague 4, Company ID No: 64949681 (hereinafter the "Operator“).

These General Terms and Conditions define your rights and obligations as well as the rights and obligations of the Operator with respect to the use and provision of electronic communication services and the related services (hereinafter jointly referred to as „Services“) provided under the T-Mobile trademark via a mobile network (hereinafter „mobile Services“) or a fixed-line network (hereinafter „fixed-line Services“).

When negotiating a Contract, you and/or the Operator may be represented by an agent or representative. The power of attorney granted by you must always bear your officially certified signature.

2. Subscriber Contract

2.1. Conclusion of the Contract

If you wish to conclude a Contract, duly complete and sign the Operator's form entitled „Subscriber Contract“ and submit it to the Operator together with the documents required to verify your identity. If the conditions required for the conclusion of a Contract are fulfilled (e.g. your identity corresponds to the information on the form, or you have paid an advance deposit, if required; etc.), the Operator will accept the proposal you submitted and will conclude a Contract with you. In consideration of the number of customers, the Operator expressly points out that any changes (however minor) made in the Contract by you (with the exception of the data that you are expected to provide) shall be automatically rejected by the Operator on the basis of this declaration.

The Contract is concluded when the Operator attaches its signature to the Contract or by another act performed by the Operator from which it clearly follows that the proposal submitted by you has been accepted (e.g. the activation of a SIM card or service). The Operator will inform you about the conclusion of the Contract and any amendments to the Contract via the T-Box that you can find under your customer account on the My T-Mobile portal (hereinafter „T-Box“). The nature of this confirmation is not equivalent to a confirming business letter. Your Operator also points out that no consideration will be taken of your confirmations regarding the conclusion a contract, i.e. such confirmations have no impact on the contents of the Contract.

For the purpose of any later verification of your identity, at the time you conclude the Contract you grant consent to the Operator to obtain photocopies or to copy the information necessary to identify you from the documents you submit and to archive this data. The same applies if you provide proof of any changes to such data.

2.2. Content of the Contract

The content of the Contract consists of the provisions stated in: (i) the „Subscriber Contract“ form or the content of the phone call if the Contract is concluded over the phone; (ii) the terms and conditions of special offers or the terms and conditions in the separate Contract; (iii) the terms and conditions of the particular Services you have selected; (iv) the Price List for Services currently in

force (hereinafter the „ Price List“); (v) the Terms and Conditions for Processing Subscribers' Personal, Identification, Traffic and Location data; (vi) the General Terms and Conditions currently in force; and (vii) any other documents of which you will be notified.

In the event of a discrepancy between the individual documents, the document ranking higher in the order of documents stated in the preceding paragraph will prevail over the document with which it is in conflict.

2.3. Service Activation

The Operator will activate your Service as soon as possible, taking into consideration all technical, commercial and procedural conditions, and, unless agreed with the Operator otherwise, mobile Services will be activated within a maximum of 7 days and fixed-line Services within a maximum of 30 days.

2.4. Contract Period

The Contract is concluded for the term agreed between you and the Operator. The term is usually stated in the „Subscriber Contract“ form as amended by any subsequently concluded addenda. If you wish to terminate your Contract that has been concluded for a fixed term as of the day of its expiry, please notify us in writing at least 20 days in advance.

The fixed period of your Contract is automatically extended by the length of any period during which the provision of Services to you was suspended or restricted and transferred to prepaid Services (hereinafter „suspension“), with the exception of any suspension for which the Operator charged you a contractual penalty pursuant to Article 8.2. below. Fixed-line Services may not be suspended through restriction and a transfer to prepaid Services.

2.5. Change of the Contract

You may apply for a change of the Contract via any of the Operator's points of contact.

Provided that all of the conditions for implementing the change have been fulfilled, the Operator will implement the alteration if it is technically and procedurally feasible by no later than the beginning of the billing period immediately following the receipt of your application for the change. If all of the conditions for implementing the change are not fulfilled, the Operator will inform you of the conditions under which it may accept your application for the alteration or under which it will refuse your application for the change (e.g. on the grounds of your debt owed to the Operator, in the case of suspension, during the notice period, etc.).

You are obliged to inform the Operator of any change to your data as stated in the Contract no later than 7 days from the day on which such change occurs and to provide documentation proving the change. If you are applying for a change using remote communication or outside of standard business premises, the Operator will inform you of the alteration via T-Box.

2.6. Termination of the Contract

The Contract is terminated by agreement, as well as on the basis of a notice of termination, withdrawal, the death of the Subscriber, or the cessation of the existence of any party to the Contract without a legal successor.



2.6.1. Termination by the Operator

The Operator may terminate any of your Contracts in writing, subject to a 30-day notice period that begins on the day on which the notice of termination is delivered to your address or to your T-Box (whichever occurs later), in the following instances: (i) you fail to pay three consecutive Statements within their maturity period; (ii) the payment of any of your financial obligations to the Operator is delayed for more than 90 days; (iii) if any of the situations specified in Article 3.4 (i) to (v) below occurs: (iv) if insolvency proceedings are pending against you; or (v) if the seizure of your assets is ordered.

The Operator may withdraw from the Contract if you are adjudicated bankrupt or if you materially breach the Contract.

2.6.2. Termination by you

You may terminate a fixed-term contract or an open-ended contract in writing, subject to a 30-day notice period that begins on the day on which the notice of termination is delivered to the Operator. If you wish to terminate a fixed-term Contract, you are obliged to make a payment in accordance with Article 8.3 below. Regardless of the condition mentioned above, you are entitled to withdraw from the Contract in writing with no sanctions applied if you have such right by law; in this case, you must deliver the notice of termination to the Operator no later than 10 days before the effective date of the change which establishes your statutory right to terminate the Contract.

Notices of termination submitted on paper must be sent to the Operator's Customer Centre at T-Mobile Czech Republic a.s., Tomičkova 2144/1, 149 00 Praha 4; if submitted electronically, they must be sent to info@t-mobile.cz.; notices may also be submitted in person at any T-Mobile shop.

2.6.3. Number Porting

The Contract is terminated at the time your number is ported to another network, if you request the Operator to port your number to another relevant network in accordance with the Terms and Conditions for Number Porting. If you wish to terminate a fixed-term Contract on the basis of number porting, you are obliged to make a payment in accordance with Article 8.3 below.

2.6.4. Common Provisions

Even after the termination of the Contract, certain rights and obligations do not cease to exist, e.g. the obligation to pay any amounts and contractual penalties that are due, the provisions concerning the choice of law and dispute settlement, etc., If the Contract for the provision of mobile Services is terminated, the Operator will transfer the SIM card to a prepaid Service, unless you agree otherwise with the Operator at the time the Contract is terminated.

Upon the termination of the Contract, you are obliged to return any property belonging to the Operator to the Operator without undue delay.

3. Services

3.1. Introductory Provisions

The Operator undertakes to provide Services to you in accordance with the laws and regulations in force and with the Contract, and you undertake to use them in the same manner (i.e. in accordance with the laws and regulations in force and with the Contract). You are obliged to always read the updated terms and conditions for the Services, the Price List, the General Terms and Conditions, and any notifications delivered to you by the Operator in connection with them.

The Operator provides the Services primarily in the form of tariffs with monthly Statements and in the form of prepaid Services. You may use the Services only via such devices which have been approved for use in the Czech Republic and only for purposes complying with the laws and regulations in force and with the Contract (for more information see, for example, <http://www.ctu.cz/ctu-informuje/posuzovani-shody/informace-pro-uzivatele-zarizeni.html>). The Operator is the owner of the rights attached to the software on the SIM card. Do not interfere in any way with the software on the SIM card or any of the Operator's other devices without the Operator's prior consent.

Without entering into a special written agreement with the Operator, you may not allow any third party to use any Services in return for payment or to provide your services to a third party with the use of the Operator's network or Services.

3.2. Certain Types of Services

3.2.1. Basic Services

The Operator provides the following basic Services in the Czech Republic: (i) phone calls - standard outgoing calls and receiving of incoming calls, (ii) free emergency calls (emergency calls, including localisation, may be made even without a SIM card), (iii) data transmission services, (iv) short messaging service (hereinafter „SMS“), and (v) multimedia messaging service.

3.2.2. Other Services and Additional Services

Additional Services are understood to mean other Services according to the Operator's current offer as specified in the Price List.

3.2.3. Third party Services and Payment Services

Certain services that may be used via the Operator's network are not provided by the Operator but by other entities, under the conditions on which you agree with these entities. The third party is obliged to inform you that you are using a third-party Service no later than at the moment the service is used. A list of third-party Service providers is available at <http://www.platmobilem.cz/pro-verejnost/seznam-obchodnich-partneru>.

The Operator, together with the providers of third-party Services, hereby informs you that all claims of third parties resulting from the services provided to you by the third party are assigned by the respective third party to the Operator, which may bill the services to you and, if you fail to pay for them, may enforce the payment of such services from you in its own name and on its own account.

If you agree with the Operator on the provision of payment services, you enter into an agreement on payment Services with the Operator at the moment when you use the payment Services for the first time. In addition to the Contract, payment services are also governed by Act No. 284/2009 Coll., the Payment Act, as amended, and the Terms and Conditions for T-Mobile's Payment Services.

The DMS Service, which allows you to donate money by sending a relevant SMS to a specified access number (hereinafter „SMS donation“), is also a payment service. At the time you send an SMS donation, a donation contract is concluded between you and the entity identified by the access number and code of the respective Service, and you are obliged to pay the amount corresponding to the price of the relevant SMS sent, i.e. the defined amount of monthly support.



3.3. Prepaid Service

The Contract for a prepaid Service is concluded for an indefinite term and is entered into at the moment when such Service is used for the first time (e.g. if you make a call, send an SMS, etc.).

The provisions of the General Terms and Conditions cannot be applied regarding prepaid Services and its provisions that are in conflict with the conditions stipulated in this Article, and shall not be applied to the prepaid Services.

You may transfer an anonymous prepaid Service to another party. You must familiarise this party with the Contract and provide him/her with the SIM card and the relevant security codes, the SIM card and the original letter containing the security codes, or a data carrier containing the security codes (hereinafter „the cover letter, or data carrier“). The third party becomes the Subscriber upon acceptance of the prepaid SIM card. The Operator is entitled to consider any person who presents the cover letter, or the data carrier, or the SIM card cover with the security codes, to be a Subscriber.

If you wish to use prepaid Services, you are required to first deposit the financial amount intended for the use of the Services (hereinafter „SIM card recharge“). The basic SIM card recharge methods are specified at www.t-mobile.cz (menu navigation: calls - prepaid services- credit recharge). The Operator will then increase the credit available for your prepaid Service by the financial amount you deposited. The credit must be used within 12 months from the last recharge. If your prepaid Service has negative credit, you are obliged to perform a SIM card recharge without delay and to settle the debt. You may apply for the refund of any unused credit within 1 month after the date the Contract is terminated; otherwise your right to a refund will expire. The credit refund is subject to a fee as specified in the Price List. The Operator may refuse to refund the credit in the event of the suspicion that the credit refunding process is being misused.

If the Operator provides you with credit in excess of the financial amount paid (bonus credit), you may utilise such credit only for the standard use of Basic Services and you are not entitled to any refund of such credit. The same applies if the Operator allowed you to transfer unused credit from a tariff plan with monthly billing to the prepaid Service.

In addition to the reasons stated in Article 2.6, the Contract for the prepaid Service will also cease to exist (i) if no service is used by the expiration date of the SIM card as specified on the cover of the SIM card, and (ii) if the SIM recharge is not performed within 12 months from the date on which the last SIM card recharge is performed.

3.4. Restriction and Suspension of the Provision of Services

The Operator is entitled to immediately restrict (and, in the case of mobile Services, also to transfer to the prepaid Service) or to suspend the provision of Services to you in the following instances:

- (i) you fail to pay a Statement duly and on time, even within an additional time limit set by the Operator;
- (ii) there is a suspicion that you entered into the Contract based on false data or that you have misused the Services;
- (iii) you are in material breach of the conditions of the Contract (in particular, if you use devices not approved for operation or you otherwise endanger the operation of the network, you make malicious or nuisance calls, you send unsolicited spam or advertising messages, etc.);
- (iv) the conditions necessary for the provision of the Services to you by the Operator have not been fulfilled;
- (v) there is unusually high traffic which, during the respective billing period, exceeds double the average amount billed in Statements, or there is unusual traffic (e.g. calls to exotic destinations or to audiotext numbers, even though there was no comparable volume of such calls in the past); the Operator will inform you of this fact via a text

message or in another suitable manner. By taking such a measure, the Operator attempts to protect you from the possible misuse of the Service, and therefore the Operator is also entitled to apply the selected measure to other Services and SIM cards in addition to those where the problem occurs;

- (vi) there are serious technical or operational reasons, particularly if the security and integrity of the network is threatened or has already been breached, or if the security of Services is breached;
- (vii) there is a severe crisis situation, in particular a national state of emergency, a natural disaster, or a threat to national security;
- (viii) on the basis of a law or a decision issued by a judicial or administrative authority.

If you pay an additional special down-payment, the provision of the suspended or restricted Services will be renewed without undue delay.

4. Price, Down-payment, and Payment terms

4.1. Pricing and the Billing of Services

The Operator charges the prices for the provided Services in accordance with the Price List currently in force and you are obliged to pay them duly and on time.

The Operator will start charging prices for the Services on the date when the selected Service is activated. The prices for third-party Services will be charged by the Operator in accordance with the conditions defined for the respective third-party Service.

4.2. Billing for Services and their Payment

After the end of each billing period, the Operator will issue a Bill to you that meets the requirements for a tax document (hereinafter the „Bill“ or the „Invoice“) and which includes the prices of the Services provided as well as any other amounts to which the Operator is entitled (e.g. deposits, contractual penalties, etc.).

Unless you agree otherwise with the Operator, the Operator will submit the Bill in electronic format. The issuance of a printed Invoice may be subject to a fee according to the Price List.

The Operator will deliver the Bill to you within 15 days after the end of the respective billing period. If it is clear from the date on which the Statement is sent that the Invoice will be delivered to you during the last 3 days of the period stated above, the Operator will extend the maturity period of such an Invoice accordingly.

You are obliged to pay the amounts billed to the Operator's bank account as specified on the Invoice by no later than within 18 days from the Invoice issue date (unless another time limit is specified on the Invoice). The billed amounts are considered paid when they are credited to the Operator's bank account using the variable symbol specified on the Invoice. In the event that you fail to duly mark a payment with the variable symbol specified on the Invoice, the rules for the order of making payments defined in Article 4.3 will apply, providing the Operator is able to identify the payment in some other manner. The Operator will notify you if you fail to pay the Bill duly and on time and will set an alternative time limit for the payment; an e-mail or an SMS is also considered to be verifiable notification of a failure to pay the amount due.

Bills for electronic communication services will not be issued for any period during which the Services are suspended or the provision of Services is restricted and transferred to prepaid Services. If any of the provided Services cannot be billed on the Invoice for the billing period during which the Service was provided, the Operator will bill this service on the next possible Invoice.

If you do not receive your Statement after more than 40 days from the delivery of the last Statement or from the date the SIM card or a Service is activated, you must immediately inform the Operator about this fact at one of its points of contact. The failed delivery of a Statement does not affect your obligation to pay the price of the provided Services duly and on time.



At your request, the Operator will issue an itemised Invoice of the Services actually provided, if the Operator is required to keep such records by law.

4.3. Payment Processing and the Sequence for the Settlement of Claims

The Operator will first use the paid amount for the settlement of the oldest due obligation and it will be applied in the following sequence starting with the payment of costs associated with the collection of the claim; then for the payment of third-party services; followed by the payment of the agreed instalments for purchased devices, the payment of contractual penalties, and subsequently for the settlement of the outstanding balance of the remainder of your oldest due obligation to the Operator, where, in all cases, it will first be used for the payment of the principal amount, unless you specify otherwise.

The Operator may use any deposit paid by you, any overpayment, or any other financial amount in the same manner as specified above. If there is no need to use such amount for the above purpose, the Operator will refund this financial amount to you by reducing the amount billed in the following Bill.

The Operator is entitled to request the reimbursement of costs associated with the collection of claims from you and to delegate authority to a third party for the collection of overdue claims.

4.4. Down Payments

The Operator may require the payment of a down payment only in the event of the threat of a financial risk or for other serious reasons. In the event of the failure to pay the requested down payment, the Operator is entitled to refuse to enter into a Contract, to withdraw from a Contract, to refuse the implementation of a proposed alteration of a Contract, or to restrict or suspend the provision of Services to you.

The Operator may collect the following down payment: (i) for the Services; (ii) in the case of instalment purchases; (iii) a roaming deposit; (iv) an additional special down payment if any of the situations stated in Article 3.4 (i) to (v) occurs, where, as a rule, the maximum amount of the additional special down payment is four times the amount usually billed in your Invoice; and (v) a down payment for the minimum monthly payment/amount (MMP).

If you pay your Bills duly and on time and there is no threat of a financial risk, the Operator will return the down payment for the Services by reducing the amount due:

- on the fourth Invoice following the date the deposit is collected in the case of the down payments specified under points (i), or (iii) above;
- on the seventh Invoice following the date the down payment is collected in the case of the down payments specified under points (ii) or (v) above; or
- on the Invoice immediately following after you have paid all Invoices which reflect the situations that constituted the reason for the additional special down payment in the case of the down payment specified under point (iv) above.

5. Network and Coverage

The Operator undertakes to perform repairs, technical adjustments, and maintenance of the network as quickly and effectively as possible and within the shortest possible time, taking into account the technical and procedural possibilities and the type of defect, adjustment, or maintenance. The performance of these activities may exceptionally result in the temporarily reduced availability of Services, of which the Operator will inform its customers in the appropriate manner and without undue delay.

The areas covered by the signal for the provision of mobile Services are represented on an updated informative map at www.t-mobile.cz. With respect to the nature of radio wave propagation as well as to the limited

possibilities for the graphical presentation of the map, the Operator does not guarantee that you will always successfully connect to the network in the areas represented on the map. The lack of signal coverage in certain parts of the Czech Republic does not constitute faulty performance by the Operator and does not establish your right to withdraw from the Contract.

6. Liability and Measures to Prevent Misuse of Services

6.1. Measures to Prevent Misuse of Services

The Operator is entitled to change the settings of your SIM card, security elements (in particular your password or security codes), e-mail address, and other settings for the Services even without your consent, if such a measure is for your benefit or is necessary for the proper provision of the Services (e.g. if it is necessary to ensure the functioning of the Services or in the event of the legitimate suspicion of a misuse of a Service).

Please take all necessary precautions to protect your security elements (in particular your password and security codes). In the event of the legitimate suspicion of their disclosure, change them immediately.

If you find that your SIM card or any of your Services or security elements has been lost, stolen or misused, notify the Operator immediately via the Customer Centre, which will take measures to prevent the misuse of the SIM card or security elements or the Services within no more than two hours after it receives your notification.

If the Operator fails to take measures within the two hour deadline as per the preceding sentence, it is liable for the damage incurred to you as a result of the Operator's failure to comply with this obligation. However, you are liable for any other damage incurred as a result of the loss, theft or misuse of your SIM card or any of your Services or your security elements.

Without having entered into an interconnect agreement, you may not route traffic to the Operator's network (e.g. routing calls via the GSM gateway).

6.2. Liability for Damages

Please bear in mind that you are liable for the conduct of any third parties who you allow to use the Services. You are also liable for the insufficient protection of your security elements or any misuse of the Services in the event that you did not take advantage of the ability to protect them.

The Operator does not provide any guarantee with respect to the quality of calls made via the internet, for the performance of third parties, and for your data stored on the SIM card or any other devices that you use with respect to the provision of the Services.

If you could use a Service only partially or if you could not use it at all, due to a defect of a technical or operational nature on the part of the Operator or due to the fact that the quality level of the Service was not met, the Operator is obliged to proportionally reduce the price for the Service, or, based on an agreement with you, arrange for the provision of the Service in an alternative manner. In the case of a defect, the Operator will also arrange for the removal of the defect. In such cases, you are not entitled to damages.

The total foreseeable damage that you might suffer as a consequence of a violation of the Operator's obligations may amount to a maximum of CZK 120,000. The Operator will satisfy the right to damages by reducing the amount due billed in subsequent Invoices. The Operator will satisfy the right to damages in another manner only based on your written request. Unless agreed with you otherwise, all damages caused in connection with performance under the Contract are reimbursed in cash. The Operator's obligation to reimburse you for damages is excluded if the damage could not have been reasonably foreseen at the time the Contract was concluded.



The Operator has the right to claim damages from you arising from your failure to pay your pecuniary debt, even if the damage is covered by late interest.

7. Complaints

You may file a complaint with regard to any Invoice issued or Service provided within 2 months following the delivery of the Invoice or the provision of the Service. Complaints must be submitted in writing to the Customer Centre, by e-mail to info@t-mobile.cz, or in person at any of the T-Mobile brand shops. Even if you file a complaint, you are required to pay the issued Invoice (which is the subject of a complaint).

The Operator will handle all complaints without undue delay and, in all cases, it will inform you within 1 month after the delivery of the complaint at the latest. If it is necessary to consult the complaint with a foreign operator, your complaint will be handled within 2 months.

If you disagree with the outcome of the complaint handling, you may raise objections against the handling of the complaint with the Czech Telecommunications Office within one month after the complaint has been handled.

8. Contractual penalties and other payments

8.1. In the event that you delay the payment of an Invoice for one day, we are entitled to charge you a contractual penalty of CZK 150. In the event that you delay the payment of an Invoice for 21 days, we are entitled to charge you a contractual penalty of CZK 1,000.

8.2. If you fail to pay three consecutive Bills duly and on time or if you delay the payment of any of your financial obligations toward the Operator for more than 90 days, you are obliged to pay a contractual penalty equal to 20% of the total sum of the monthly fees payable until the end of the agreed term of the Contract. The total sum will be calculated for the period from the start of suspension during which the entitlement to a contractual penalty arises until the end of the agreed term of your Contract. The basic fee specified in the Price List (excluding VAT) for the monthly tariff you use under the Contract is decisive. The entitlement to such contractual penalty does not arise in the case of Contracts concluded for an indefinite term.

8.3. In the event that the Contract is terminated before the expiry of the agreed fixed term for reasons other than a delay in payment of financial debts, you are obliged to pay to the Operator compensation for the costs connected with the end telecommunication device which was provided to you under special conditions, and to pay compensation amounting to 20% of the total sum of the monthly fees payable until the end of the agreed term of the Contract (the basic amount of the monthly fee (including VAT), as billed in the last Invoice and stated in the Price List which is decisive, or 20% of the total agreed minimum monthly payment that is payable until the end of the agreed term of the Contract. In the event that the Operator charges for the payment of costs connected with the end telecommunication device, the Operator is entitled to charge for this part of payment separately.

8.4. If you breach the ban on routing traffic to the Operator's network, the Operator will regard this as a material breach of the Contract and you will be obliged to pay the Operator a contractual penalty of CZK 10,000 per each individual breach of this ban (in the fixed-line network) or for each of your SIM cards that is active on the day on which the traffic routing is ascertained for the first time (in the mobile network).

8.5. Contractual penalties are charged exclusive of VAT. Contractual penalties may be claimed concurrently. Payment of the contractual penalties does not relieve you from the obligation to pay other amounts due. The Operator's right to claim damages is not affected by the payment of the contractual penalties.

9. Information and Communication between Parties

9.1. Points of Contact

For communication with the Operator, use the contact form available at www.t-mobile.cz/kontakt or visit any T-mobile shop; if you have concluded the Contract as a consumer, you may also call +420 603 603 603 (4603 from the T-Mobile network) or send an e-mail to info@t-mobile.cz; if you concluded the Contract as a business entity, you may also call +420 603 604 644 (4644 from the T-Mobile network) or send an e-mail to business@t-mobile.cz. You may also contact us using another manner according to the currently valid conditions. Please send any written communication to the Customer Centre in Prague, at Tomíčková 2144/1, 149 00 Prague 4.

Unless defined otherwise, you may submit proposals, comments and applications; request a change of telephone number (subject to a fee); provide notification of any defects within the network; obtain information on prices and Services; and use technical support (e.g. basic set-up of handsets or other devices intended for the use of the Services, transfer of contacts, SIM card replacement, etc.) and customer support services; or perform any other acts related to the Contract and Services via any point of contact.

9.2. Communication

You may select a password for communication with the Operator, which will allow you to obtain information on your Services, amounts due, individual connections, etc., and to change the settings for certain Services. If you do not select a password, the Operator will select one for you and will inform you of the password. If you lose or forget your password, the Operator may use an alternative manner for your authorisation (e.g. by enquiring about your personal data). The Operator may require authorisation based on a password or proof of identity to perform certain acts and may refuse to perform an act in the event of improper authorisation. The Operator may also refuse to perform a requested act in the event of a legitimate suspicion of the misuse of identification means.

The Operator may contact you via postal or carrier service providers (hereinafter „post“), by fax, e-mail, or phone, by sending messages to T-Box, or by means of SMS or MMS. For the purpose of observing the written form required by the Contract, the Operator's legal acts performed via fax, e-mail, SMS, MMS, and messages delivered to T-Box or a data box are also deemed to be written legal acts. Documents personally signed by you and electronic documents bearing your guaranteed electronic signature are deemed as your written acts.

The Operator will contact you in writing at the correspondence address stated in the Contract. However, if necessary, the Operator may also send correspondence to another address of which it is aware, including your e-mail address.

Correspondence sent by the Operator by post is deemed delivered on the date on which the written document is delivered to your address; or, as the case may be, on the date on which the time period set for the collection of the written document elapses to no effect, even if you have no knowledge that such document has been deposited; or on the date on which the written document is returned to the Operator, whichever occurs first. Delivery to the address stated in the Contract is also effective even if you do not reside at the address.

You are obliged to read notices sent to your T-Box on a regular basis. Correspondence sent by the Operator via fax, e-mail, SMS, or MMS is deemed delivered no later than on the day following the day on which it was sent to your telephone number or e-mail address. If you intend to use the SIM card in a device not enabled to receive SMS or MMS messages, you are obliged to inform the Operator of this fact in advance and agree on an alternative method of communication



with the Operator, otherwise the Operator will bear no liability for any damage which may occur as a result.

9.3. Alterations of Services and Amendments to the General Terms and Conditions

The Operator undertakes to publish general information on any alteration or discontinuation of Services particularly via its website, notifications, press releases, and information materials. The Operator is entitled to amend the General Terms and Conditions to their full extent. The Operator will also notify you of changes in the manner stipulated by law. The Operator may alter the Services or discontinue the provision of Services due to inflation, the introduction of new Services, a change in the conditions on the electronic communications market, network quality improvement, or the development of new technologies.

10. Final provisions

The rights and obligations arising from the Contract are governed by Czech law, with the exclusion of the conflict-of-law rules. The Contract is made pursuant to the Civil Code as amended.

Any disputes between you and the Operator will be decided by a court; certain cases also fall within the competence of the Czech Telecommunications Office. Disputes concerning the Contract may not be settled in any other manner than through judicial or administrative proceedings.

These General Terms and Conditions come into force and effect on January 26, 2014 and fully supersede the preceding General Terms and Conditions.



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