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

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

1. Subject-Matter of the General Terms and Conditions

1.1. These General Terms and Conditions define the rights and obligations of the parties, i.e. T-Mobile Czech Republic a.s. or a T-Mobile business agent and a party considered as a consumer pursuant to Act No. 40/1964 Coll., the Civil Code, as amended, and Consumer Protection Act No. 634/1992 Coll., as amended, with respect to the provision and use of publicly available electronic communications services (the "Services") and the related services based on a contract for the provision of publicly available electronic communications services (the "Subscriber Contract") provided via the T-Mobile public mobile communications network (the "Mobile Network") or the T-Mobile public fixed-line network ("Fixed-Line Network"). The parties shall be hereinafter also referred to as "T-Mobile" and the "Subscriber" or, as appropriate, the "User".

1.2. The Subscriber acknowledges and agrees that, via its Services, T-Mobile may provide the Subscriber with other services that T-Mobile is entitled to provide, e.g., payment services, as well as services supplied by an entity other than T-Mobile ("Third-Party Services"), which will be provided under the terms and conditions defined herein and under the special terms and conditions defined for the relevant service.

2. Conclusion of a Subscriber Contract

2.1. The party interested in the conclusion of a Subscriber Contract (the "Applicant") shall complete the form designated as the Subscriber Contract form, sign it and present this signed document as a proposed Subscriber Contract at a T-Mobile Shop or to a T-Mobile business agent, together with his/her identification card and, where applicable, other documents required for the proper identification of the Applicant or his/her representative. The Applicant or his/her representative, as appropriate, hereby agrees that T-Mobile may copy the relevant information necessary to identify him/her from the presented documents and may archive this data 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 proposed Subscriber Contract signed by the Applicant 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 an advance). If all conditions are met, an authorised T-Mobile agent will sign the proposed Subscriber Contract presented by the Applicant. The Subscriber Contract is concluded when T-Mobile or, as the case may be, its business agent signs the proposed Subscriber Contract presented by the Applicant. By entering into a Subscriber Contract, the Applicant shall become a Subscriber.

2.3. Promptly after the Subscriber Contract for the provision of services via the Mobile Network is concluded, 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 3.1.7.

2.4. The agreed fixed term of the Subscriber Contract commences on the date of activation of the selected service.

2.5. T-Mobile may also accept the proposal for entering into a Subscriber Contract based on an act other than the signing of the proposed Subscriber Contract presented by the Applicant, particularly by activating the SIM card or a service.

2.6. T-Mobile may allow the Applicant to enter into the Subscriber Contract also by correspondence. In the case of the provision of the service via the Mobile Network, T-Mobile shall activate the Subscriber's SIM card in accordance with the conditions defined in the Subscriber Contract. The Subscriber shall be obliged to deliver the completed and signed Subscriber Contract form, i.e. the proposed Subscriber Contract, to T-Mobile no later than within 14 days following the delivery of the SIM card. In the case of the provision of the service via the Fixed-Line Network, T-Mobile shall activate the service for the Subscriber no later than thirty (30) days after the Subscriber Contract is delivered to T-Mobile.

2.7. Out of all currently valid Subscriber Contracts, the first Subscriber Contract that was concluded in writing is automatically considered to be the governing contract for all subsequent Subscriber Contracts entered into between the Subscriber and T-Mobile and concluded in other than written form.

2.8. In the event that the Applicant has already entered into at least one written Subscriber Contract, which is the governing contract as per Article 2.7., T-Mobile may allow the Applicant to extend such Subscriber Contract or to enter into another Subscriber Contract also on a non-written basis under the defined conditions. These General Terms and Conditions, the Price List of Services and the terms and conditions relevant to other services, the Terms and Conditions for Processing of Subscribers' Personal, Identification, Traffic and Location Data, which are in force at the time the non-written contract is concluded , 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, with the exception of the specific provisions of a Subscriber Contract that the law requires to be in writing. In addition to the conditions specified above, all of the provisions from the first Subscriber Contract concluded or extended in writing out of all of the currently valid Subscriber Contracts concluded between the Subscriber and T-Mobile (i.e. the contract specified in Article 2.7.), which the law requires to be in writing, shall apply to a non-written Subscriber Contract to the same extent as they would apply to a Subscriber Contract concluded in writing. T-Mobile may allow the Subscriber to extend a non-written Subscriber Contract in a non-written manner.

2.9. 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 for the provision of the service in the Mobile Network. This also applies in cases where the Subscriber requests the change from the prepaid Service to a tariff plan with monthly billing. 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.

2.10. If the services provided via the Fixed-Line Network are not activated by T-Mobile within 30 days following the day on which the Subscriber enters into the Subscriber Contract, it shall be deemed that T-Mobile has withdrawn from the Subscriber Contract for the provision of the service within the Fixed-Line network, unless otherwise stipulated in the terms and conditions of the respective service.

2.11. The SIM card shall remain the property of T-Mobile throughout the term of the Subscriber Contract. However, T-Mobile does not provide guarantee for any data saved by the Subscriber on the SIM card.

2.12. The Subscriber hereby acknowledges that, unless otherwise agreed with T-Mobile, he/she may also use payment services from the moment of conclusion of the Subscriber Contract. At the moment when such services are used for the first time, the Subscriber enters into an agreement on payment services with T-Mobile. The terms and conditions for the provision of payment services are set out in the Terms and Conditions of T-Mobile's Payment Services, the up-to-date version of which is published at www.t-mobile.cz and available to any Subscriber at his/her My T-Mobile page, which is accessible after entering the Subscriber's unique identifier and password. The Subscriber hereby confirms that he/she has been informed of, and agrees with, the Terms and Conditions of T-Mobile's Payment Services.

2.13. If the Subscriber Contract was concluded by means of distance communication, pursuant to Section 53 (7) of the Civil Code the Subscriber has the right to withdraw from the contract, without stating any reason and without any penalty, within fourteen (14) days of taking delivery of the performance provided that he/she has not started using the services. The Subscriber must claim this right with T-Mobile at the address of its registered office at Tomíčkova 2144/1, 149 00 Prague 4.

2.14. If the Subscriber Contract was concluded outside T-Mobile's customary business premises, pursuant to Section 57 (1) of the Civil Code the Subscriber has the right to withdraw from the contract, without stating any reason and without any penalty, within fourteen (14) days of concluding the contract or, if the products or services were not delivered within the 14-day time limit, within one (1) month of concluding the contract. The Subscriber must claim this right with the provider at the address of its registered office at Tomíčkova 2144/1, Prague 4.

2.15. If, as part of the conclusion of the Subscriber Contract between the Subscriber and the Provider by means of distance communication, the Subscriber also concluded an agreement on payment services pursuant to the Payment System Act and subject to the terms and conditions of such a service, the Subscriber confirms that he/she has been informed of the terms and conditions of these services and that, during the process of entering into the contractual relationship concerned, he/she was provided with the information as per Section 54b of Act No. 40/1964 Coll., the Civil Code. Pursuant to Section 54c (1) of the Civil Code, such Subscriber also has the right to withdraw from the agreement on payment services, without stating any reason and without any penalty, within fourteen (14) days of concluding such agreement(s) provided that he/she has not started using the services. The Subscriber must claim this right with the Provider at the address of its registered office at Tomíčkova 2144/1, 149 00 Prague 4.

3. Rights and Obligations of the Subscriber

3.1. The Subscriber shall be entitled:

3.1.1. To use the basic and additional Services listed in Annex No. 1, the related services, other services which T-Mobile may provide, e.g., payment services, and Third-Party Services supplied by parties which use the electronic communications network to provide other types of services (e.g., payment services, entertainment services, etc.); all of these services shall be hereinafter collectively also referred to as "Offered Services" or an "Offered Service". All of these services shall be primarily governed by the terms and conditions of the respective service and, in matters not regulated by the relevant terms and conditions, they shall be governed by the provisions of these General Terms and Conditions.

3.1.2. Within his/her Subscriber Contract for the provision of the service in the Mobile Network, the Subscriber may also use, among other services, the basic SMS service for donating a financial gift by sending the respective SMS to a predefined access number (the "DMS Service" or "DMS Annual Support"). By using the DMS Service or activating the DMS Annual Support service, the Subscriber incurs an obligation to pay, in accordance with these General Terms and Conditions, an amount equal to the price of the respective SMS sent or, as the case may be, the defined monthly amount of the DMS Annual Support under a donation contract entered into thereby between the Subscriber and the entity identified by the access number and the alphanumeric code of the particular DMS Service and/or DMS Annual Support.

3.1.3. To submit proposals, comments, applications and complaints to the Customer Centre.

3.1.4. To require a change of his/her telephone number against payment.

3.1.5. To notify of defects within the network free of charge.

3.1.6. To select a password based on which T-Mobile may communicate to the Subscriber information on the Offered Services, on their settings, the amount of payments due, information concerning individual connections, etc. Also, the setting of some of the Offered 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. In the event that the Subscriber loses or forgets his/her password, T-Mobile may use an alternative manner for the Subscriber's authorization (e.g., by enquiring about the Subscriber's personal data).

3.1.7. To select an address in the Czech Republic or an e-mail address for the delivery of the Statements of Services and other correspondence (mailing address).

3.1.8. To request T-Mobile that his/her phone number be ported to another mobile or fixed-line communications network in accordance with the Terms and Conditions Relevant to Number Porting and the Measure of General Nature issued by the Czech Telecommunications Office, laying down the conditions for number portability . Porting a number between a mobile and a fixed-line communications network is not possible.

3.1.9. To allow third parties to use the Offered 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 the Offered Services to end Subscribers with the aim of ensuring the same position for such end Subscribers as that of direct Subscribers to the T-Mobile network.

3.1.10. To obtain up-to-date information about the valid prices for the Offered Services at www.t-mobile.cz or from the Customer Centre by telephone, e-mail, or fax using the form that can be found on the www.t-mobile.cz website.

3.1.11. To use the servicing and customer support services associated with the Offered Services in the Price List of Services through the Customer Centre by telephone or e-mail using the form that can be found on the www.t-mobile.cz website twenty-four hours a day.

3.2. The Subscriber undertakes:

3.2.1. To use the Offered Services in a manner which complies with the Subscriber Contract, the terms and conditions of individual services, these General Terms and Conditions and with other notifications of T-Mobile available to the Subscriber, as well as with the laws and regulations in force. The Subscriber shall be obliged to read the conditions and notifications as published from time to time.

3.2.2. To use the Offered Services only together with such devices which have been approved or admitted for use in the Czech Republic and for purposes complying with the laws and regulations in force and with the Subscriber Contract.

3.2.3. To use the Offered Services via the Mobile Network only via the SIM card provided by T-Mobile. The Subscriber may not intervene in the software on the SIM card or other devices of T-Mobile, if applicable, and copy this software in any manner without T-Mobile's consent.

3.2.4. To pay his/her obligations to T-Mobile, particularly the prices for the Offered Services, duly and on time, in the amounts as per the Price List of Services valid at the time of the provision of the Offered Services.

3.2.5. To inform T-Mobile in writing, by phone or in person at any T-Mobile shop of any and all changes to the data given in the Subscriber Contract (e.g., changes to personal and identification data, changes to the address, etc.) no later than 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 interconnect agreement. A breach of this stipulation constitutes misuse of the Offered 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 individual breach of this obligation in the Fixed-Line Network or, in the case of a breach of this obligation in the Mobile Network, 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. Any breach of this restriction constitutes misuse of Offered Services.

3.2.8. To adhere to the other duties set forth in these General Terms and Conditions, in the Terms and Conditions for Processing of Subscribers' Personal, Identification, Traffic and Location Data, in the terms and conditions of individual Offered Services and the conditions of Third-Party Services.

4. Rights and Obligations of T-Mobile

4.1. T-Mobile undertakes:

4.1.1. To provide to the Subscriber the Offered Services and to operate and maintain the network in a proper technical condition, always in compliance with these General Terms and Conditions and with the special terms and conditions of the individual services provided.

4.1.2. To perform repairs of the Mobile Network promptly upon detecting any defects, so that the defects are always eliminated as soon as possible, in any case no later than within seven (7) days following the day on which such defects are detected, and to perform repairs of the Fixed-Line Network promptly, with respect to the technical possibilities and type of the defect. In cases where the defect is outside T-Mobile's area of competence, T-Mobile shall implement all measures necessary in order to eliminate the defect.

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 and related services via e.g. the websites, notifications, press releases, and informational materials.

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 the passwords, 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.

4.1.8. To provide the Subscriber with free units based on the selected tariff plan and in accordance with the Price List of Services ("free units"). The Subscriber may use the free units solely for the purpose of using the Offered Services specified in T-Mobile's materials for the prices specified in the Price List of Services, unless stated otherwise. The failure to use the allocated free units does not affect the Subscriber's obligation

to pay the monthly fee applicable to the selected tariff plan. The termination of the Subscriber Contract upon a notice of termination shall not constitute the liability of T-Mobile to refund the value of the free units to the Subscriber.

4.1.9. To adhere to the other duties specified in these General Terms and Conditions and the related documents.

4.2. T-Mobile shall be entitled:

4.2.1. To restrict the provision of the Offered Services for a period of time necessary to implement measures or to apply the final and conclusive decisions issued by an administrative or judicial authority.

4.2.2. To change the password, e-mail address, or other settings related to the Offered 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 Offered 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, in particular to request the Subscriber or his/her representative to provide the passwords that have been selected by the Subscriber for communication or proof of identity documents. The Subscriber's representative must present a certified power of attorney. T-Mobile shall be entitled to treat everybody who fulfils the conditions of identification as a Subscriber and 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, where, in such a case, T-Mobile may request that an alternative form of identification be provided.

4.2.4. To inform the Subscriber or his/her representative of the Offered Services provided to the Subscriber, of the settings thereof, the amount of payments due, of data concerning individual connections, 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, for example, the volume of the Offered Services used, the number of Subscriber Contracts and the terms of the 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.

4.2.7. T-Mobile does not bear any liability for the performance of third parties.

5. Terms of Payment

5.1. Prices for the Services and the related services provided via the Mobile Network will be charged from the date of activation of the SIM card or selected Service. Prices for the Services and the related services provided via the Fixed-Line Network will be charged from the date of the Service activation. Prices for the Third-Party Services will be charged to the Subscriber in accordance with the terms and conditions of the relevant Third-Party Service. Prices for other services that T-Mobile is entitled to provide, e.g., payment services, shall be governed by the provisions of the special terms and conditions for the respective service.

5.2. After the completion of a billing period, T-Mobile shall issue for the Subscriber a statement which meets the requirements for a tax document (the "Statement" or "Billing"). The Statement shall include the price for the Offered Services, as well as any other amounts to which T-Mobile is entitled, e.g., deposits or contractual penalties. Statements are not issued for the period of suspension of the Offered Services. If any of the Offered Services provided to the Subscriber cannot be charged to the Subscriber in the Statement for the billing period during which the service was provided, this Offered Service will be taken into account on the next possible Statement.

5.3. T-Mobile and the suppliers of Third-Party Services hereby inform the Subscriber that any and all claims of these third parties have been assigned by the relevant third party to T-Mobile and, consequently, that T-Mobile may charge the prices for such Third-Party Services to the Subscriber as per Article 5.2. and, where necessary, enforce the payment for such Third-Party Services before the relevant authorities (in particular, an administrative authority or court) in its own name and on its own account. The Subscriber hereby acknowledges the given information. The up-to-date list of Third-Party Services and their suppliers is available at www.t-mobile.cz.

5.4. The Statement contains data set out by the laws and regulations in force. Nevertheless, the Statement may also include other data.

5.5. Unless an agreement between the Subscriber and T-Mobile specifies otherwise or if the terms and conditions of a particular Offered Service do not specify another type of billing method, the Statements for the Subscriber will be issued in electronic form and sent to the Subscriber's e-mail address or made accessible in the appropriate application. In such a case, the issuance of a printed Statement may be subject to a fee according the Price List of Services.

5.6. Immediately upon issuing the Statement, T-Mobile shall send the electronic statement to the Subscriber's e-mail address or will make it accessible in the appropriate application, or, in the case of a printed statement, shall send it to the Subscriber's mailing address or deliver it by other means if such means are specified in an agreement between T-Mobile and the Subscriber. In all cases it will be sent in a manner that the Subscriber will receive it no later than 15 days after the end 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 from the date of activation of the SIM card or a Service), 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 of the price for the provided services.

5.7. Upon the Subscriber's request, T-Mobile can issue an itemized statement of the actually provided Services. The form of such itemized statement and other related details of its provision are specified in the terms and conditions of T-Mobile as in force. The price for the issuance of an itemized statement is governed by the Price List of Services.

5.8. The amounts charged must be paid no later than within eighteen (18) days from the issuance of the Statement to the bank account of T-Mobile as specified on the Statement, unless another time limit is specified in the Statement. They will be considered paid when the appropriate amount is credited to T-Mobile's bank account using the variable symbol specified on the Statement. The failure to deliver the Statement shall not affect the Subscriber's obligation to pay the prices for the provided Offered Services duly and on time. 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 the unambiguous identification of the payment. 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. T-Mobile may require from the Subscriber compensation for the costs related to the enforcement of a claim and, in such a case, the Subscriber is obliged to pay these costs.

5.9. If the amounts charged are paid by direct debit, T-Mobile shall be entitled to collect these amounts at the earliest after the issuance of the Statement. If the payment is not effected due to a fault on the part 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 on the part of the Subscriber or the finance institution, T-Mobile shall be entitled to unilaterally cancel the direct debit method of payment and refuse its reactivation. The Subscriber shall be obliged to notify the Customer Centre of the cancellation of or a change to the direct debit method of payment, and simultaneously, inform the Customer Centre of the new method of payment. The change of the method of payment shall be reflected in the nearest following Statement as technically feasible with respect to the date of the acceptance of the Subscriber's request for such change.

5.10. T-Mobile shall be entitled to use the paid amount for the settlement of the oldest due obligation, using it first of all for the payment of costs associated with the collection of receivables and then for the payment of Third-Party Services, followed by contractual penalties, and subsequently for the settlement of the outstanding balance of the oldest due obligation of the Subscriber towards T-Mobile, using it, in all cases, first of all for the payment of the principal amount. 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 amount for the aforesaid purposes, T-Mobile shall refund such financial amount to the Subscriber by reducing the amount charged in the following Statement.

5.11. The Subscriber may unilaterally offset, against the claims of T-Mobile, only those claims of his/hers which have been admitted upon a final and conclusive decision.

5.12. 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 the payment of deposits and advances only in the event of a threatened financial risk or for another serious reason.

6.2. In the event of a failure to pay the requested deposit or advance, T-Mobile shall be entitled to refuse to enter into a Subscriber Contract, to withdraw from a concluded Subscriber Contract, refuse the implementation of the proposed change to the contract and/or restrict or suspend the provision of the Offered Services to the Subscriber. In such a case, T-Mobile shall also be entitled to provide to the Subscriber only some of the Offered Services.

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 duly 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), i), j), and k)) and 7.4. occurs.

6.5. The maximum amount of an extraordinary deposit or advance is usually four times the price of the Services used by the Subscriber within a billing period. T-Mobile shall send the request for an extraordinary deposit or advance to the Subscriber in accordance with Article 19.

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

7. Restriction and Suspension of Offered Services

7.1. Should the Subscriber fail to pay the Statement duly and on time, and should he/she 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 Offered Services to the Subscriber. At any time during the period of time when the Offered Services are restricted or suspended, T-Mobile shall be entitled to temporarily transfer the Subscriber to a prepaid service for the remaining period of time that the services are restricted or suspended.

7.2. The Subscriber hereby agrees that a text or e-mail message received during the timeframe for paying the Statement 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 Offered Services to the Subscriber, even immediately, in the following cases:

a. It has been impossible to deliver to the Subscriber any letters, Statements, reminders and other correspondence sent by T-Mobile, or the Subscriber refused the acceptance thereof. This shall not apply, however, if the Subscriber notifies T-Mobile pursuant to Article 5.6. hereof that the documents were not delivered to him/her;

b. The Subscriber fails to deliver the completed and signed Subscriber Contract form to T-Mobile within the stipulated time limit in the case of a Subscriber Contract concluded by correspondence;

c. There is a suspicion that the Subscriber has entered into the Subscriber Contract based on untrue data;

d. The Subscriber uses a terminal device which has not been approved or admitted for operation in the Czech Republic;

e. The conditions necessary for the provision of the Offered Services to the Subscriber are not fulfilled;

f. The Subscriber uses the Offered Services in a manner that may negatively affect other Subscribers, the operation of the network or its part, or that may negatively affect the availability of the Offered Services for other Subscribers (in particular, the Subscriber makes malicious or nuisance calls, intervenes in the services provided to other Subscribers, sends unsolicited spam messages, distributes viruses, etc.);

g. The Subscriber uses the Offered Services at variance with these General Terms and Conditions or at variance with the terms and conditions of the given service;

h. There is a justified suspicion that the provided Offered Services are being misused;

i. There are serious technical or operational reasons, particularly if there is a critical threat to the security and integrity of the Mobile or Fixed-Line Network as a result of the damage or destruction of electronic communications devices;

j. There is a severe crisis situation, particularly a national state of defence, a natural disaster, or a threat to state security; or

k. There are reasons arising on the basis of the law or a decision issued by a judicial or administrative authority.

In all these cases, T-Mobile shall, at any time during the suspension of the Offered Services or during the period of time the Services are restricted, also be entitled to temporarily transfer the Subscriber to a prepaid service for the remaining period of suspension.

7.4. T-Mobile undertakes to protect the Subscriber to the services provided in the Mobile Network or the Fixed-Line Network against the potential misuse of his/her SIM card(s) or a service provided via the Fixed-Line Network. In the event that there is unusually high traffic on any of the Subscriber's SIM card(s) or within the use of any of the services provided via the Fixed-Line Network, which, during the respective billing period, exceeds double the average amount billed in previous Statements, 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), T-Mobile shall be entitled to immediately suspend the provision of the Offered Services to the Subscriber. T-Mobile shall inform the Subscriber that it has exercised this right via a text message or in another suitable manner. The restriction of the provision of the Offered Services may also apply to the Subscriber's SIM cards and services other than those which show unusually high traffic or an unusual type of traffic. Simultaneously, at any time during the suspension of the Offered Services, T-Mobile shall be entitled to temporarily transfer the Subscriber to a prepaid service for the remaining period of suspension.

7.5. In the event that the Subscriber pays an extraordinary deposit or advance, the provision of the Offered Services will be renewed without any undue delay. The entitlement of T-Mobile to receive the payment of the charges due for the Offered 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 Offered Services to the Subscriber.

7.6. Upon termination of the Subscriber Contract, the Subscriber shall be obliged to return any of T-Mobile's property to T-Mobile without any undue delay.

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 that the Subscriber fails to pay the amounts billed in three consecutive Statements duly and on time or if the Subscriber delays the payment of any of his/her financial obligations to T-Mobile for more than 90 days, the Subscriber shall be obliged to pay 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 term of the Subscriber Contract. The contractual penalty will be calculated according to the basic amount of the monthly fee (excl. VAT) billed in the most recent Statement as specified in the Price List of Services. The entitlement to this contractual penalty does not arise in the case of open-ended contracts. In the event of premature termination of the Subscriber Contract due to a breach of obligations other than as per Article 13.8. (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 Subscriber 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. This compensation will be calculated according to the basic amount of the monthly fee (excl. VAT) billed in the most recent Statement as specified in the Price List of Services. In the event that, when porting his/her phone number to another operator, the Subscriber is allowed to prematurely terminate his/her fixed-term Subscriber Contract in accordance with the Terms and Conditions Relevant to Number Porting, the Subscriber shall be obliged to pay 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. This compensation will be calculated according to the basic amount of the monthly fee (excl. VAT) billed in the most recent Statement as specified in the Price List of Services. More details regarding this are set out in the Terms and Conditions Relevant to Number Porting.

8.3. In the event that the Subscriber breaches the obligation to observe the agreed Minimum Monthly Payment, the Subscriber shall be obliged to pay to T-Mobile a contractual penalty in accordance with the Terms and 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 Offered Services provided. In the latter case, T-Mobile shall separate the contractual penalties from the other items billed. 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 non-written Subscriber Contracts entered into or extended by the Subscriber as per Article 2.8. This shall particularly apply to the contractual penalties and financial compensation as per Articles 8.1., 8.2. and 8.3.

9. Measures to Prevent Misuse of Offered Services

9.1. The Subscriber undertakes:

9.1.1. Upon ascertaining a loss, theft or misuse of the SIM card or a service provided via the Mobile or Fixed-Line Network, to immediately notify T-Mobile thereof. T-Mobile shall take measures to prevent misuse of the SIM card or the service provided via the Mobile or Fixed-Line Network within two hours at the latest following the Subscriber's notification. The same applies in the event of the Subscriber's suspicion that the passwords and security codes have been misused.

9.1.2. To take all reasonable measures to protect his/her personalized security codes, particularly all passwords in terms of their settings pursuant to Article 3.1.5., PIN and PUK codes in terms of Article 4.1.5., all passwords which the Subscriber selects on websites via which T-Mobile provides the Offered Services to the Subscriber, and any other security codes. In the event of a justified suspicion of their disclosure, the Subscriber undertakes to promptly change the password or security code concerned.

9.1.3. To inform any third parties whom he/she allows to use the Offered Services of the terms and conditions of the Subscriber Contract and provide such third parties with other important information regarding the Offered 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 disclosure of the PUK code, T-Mobile shall issue to the Subscriber a new SIM card under the conditions and for the price as specified in the Price List of Services.

9.3. The Subscriber shall be liable for payments for the misused Offered Services within the first two hours following the moment of notifying T-Mobile thereof, unless specified otherwise in the separate terms and conditions of the respective services. 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 via the Customer Centre, at any T-Mobile shop, 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 in certain situations such as, for example, if the business terms and conditions do not allow the change, due to the Subscriber's debt, if the provision of the Offered 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 after logging into this portal.

10.2. T-Mobile will confirm the alteration of the Subscriber Contract by the implementation of the requested alteration, in writing or, as the case may be, in any other appropriate manner.

10.3. The alteration to the Subscriber Contract shall be implemented no later than from 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 five (5) days prior to the beginning of such billing period, provided that the change is feasible from the technical perspective, and if there are no other reasons for not making the change stated elsewhere.

10.4. In the event that the alteration proposed by the Subscriber has not been implemented, the application for the alteration shall be deemed not accepted. T-Mobile shall notify the Subscriber thereof.

11. Network Maintenance, Signal Coverage

11.1. T-Mobile may perform technical adjustments and maintenance of the network, which may exceptionally result in temporarily reduced availability of the Offered 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.

11.2. The areas covered by the radio signal for the provision of services via the Mobile Network are approximately represented in graphic form on the map at www.t-mobile.cz, which is regularly updated. With respect to the nature of the radio waves propagation as well as the limited possibilities of the graphical representation, T-Mobile does not guarantee that the Subscriber will always reach the network connection in the areas graphically represented on the map as covered by the signal. Lack of signal coverage in certain parts of the Czech Republic does not constitute defective performance by T-Mobile and shall not create the right of the Subscriber to withdraw from the Subscriber Contract.

12. Complaints, Time Limits for Filing Complaints

12.1. Complaints shall be filed in writing to the Customer Centre at the address of T-Mobile's registered office (Tomíčkova 2144/1, 149 00 Prague 4) or at any T-Mobile shop. The Subscriber shall be entitled to file a complaint with regard to the Statement within two (2) months following the delivery of the Statement or following the defective provision of a Service; otherwise the entitlement shall cease to exist. In his/her complaint, the Subscriber shall state his/her identification data, phone number and the Statement concerned and specify, in a clear and comprehensible manner, what he/she perceives as wrongful conduct on the part of T-Mobile.

12.2. The filing of a complaint has no suspensive effect.

12.3. 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 (1) month following the delivery of the complaint, or within two months in the event that the handling of the complaint requires a consultation with a foreign operator.

12.4. 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 (1) month following the delivery of the notice on the outcome of the complaint handling process.

13. Validity and Effect of the Subscriber Contract

13.1. The Subscriber Contract shall be entered into for a period agreed by the parties. In the case of a fixed-term Subscriber Contract, the term of the Subscriber Contract shall automatically be extended

for an indefinite period of time after the expiry of the agreed term, unless stated otherwise in the Subscriber Contract or unless either of the parties delivers to the other party a notice of termination from the Subscriber Contract at least 30 days prior to the expiry of the agreed term. The agreed term of a Subscriber Contract may be changed from an open-ended term to a fixed term, or the duration of a Subscriber Contract may be extended for a fixed term in writing as per Article 2.8. The duration of a Subscriber Contract shall then be changed upon the Subscriber's acceptance of the benefit unless stated otherwise. On the basis of the business terms and conditions for an Offered Service, T-Mobile shall be entitled, after the expiry of the originally agreed term of the Subscriber Contract, to automatically extend the Subscriber Contract by the period specified in such conditions.

13.2. The agreed fixed term of a Subscriber Contract shall be extended by the period for which the provision of the Offered Services is suspended as per Article 7 (a suspension of service provision shall also mean such suspension of service provision during which a Subscriber is temporarily transferred to a prepaid service), with the exception of the period of suspension of the Offered Services during which an entitlement to the contractual penalty as per Article 8.2. arises. Even if the Subscriber fulfils all of his/her financial obligations during such suspension of the Offered Services, the term of the Subscriber Contract shall be extended by the period for which the provision of the Offered Services is suspended.

13.3. An open-ended Subscriber Contract may be terminated by the Subscriber by sending a written notice of termination to the T-Mobile Customer Centre at the address of T-Mobile Czech Republic a.s., Tomíčkova 2144/1, 149 00, Prague 4. In such a case, the notice period shall be one (1) month and shall begin on the day on which the notice of termination is delivered to T-Mobile.

13.4. A fixed-term Subscriber Contract may be terminated by the Subscriber in writing only as of the date of expiry of the agreed fixed term.

13.5. Regardless of the agreed period of duration, the Subscriber may terminate the Subscriber Contract in writing if the law grants such right to 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 information that establishes the Subscriber's legal right to terminate the Subscriber Contract provided that the Subscriber has not accepted the change.

13.6. 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 the Terms and Conditions Relevant to Number Porting.

13.7. In the event of termination of a Subscriber Contract for the provision of the Offered Services in the Mobile Network, T-Mobile may, unless expressly rejected by the Subscriber, transfer the relevant SIM card to the regime of the prepaid Offered Services instead of terminating the provision of the Offered Services.

13.8. T-Mobile shall be entitled to terminate a Subscriber Contract or, as the case may be, all Subscriber Contracts of a particular Subscriber in writing in the following cases, subject to 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 the Offered Services, during which T-Mobile shall be entitled to temporarily, for the whole duration of the suspension period, transfer the Subscriber to a prepaid service; T-Mobile shall be entitled to do so even without prior notification):

a. The Subscriber fails to pay three consecutive Statements within their maturity period,

b. The Subscriber delays payment of any of its financial obligations for more than 90 days,

c. Any of the situations specified in Article 7.3. (a) to (h) occurs.

d. The Subscriber enters into liquidation, an insolvency petition with respect to the Subscriber is filed, the Subscriber is adjudicated bankrupt or another decision on the insolvency petition is rendered, the enforcement of a judgment or execution by sale of the Subscriber's enterprise is ordered, enforced administration is imposed on the Subscriber.

T-Mobile shall also be entitled to restrict or suspend the provision of services for the Subscriber without sending a notice of termination to the Subscriber and without prior notification in the event that an insolvency petition has been filed with respect to the Subscriber or enforced administration has been imposed on the Subscriber; T-Mobile may do so until a decision on bankruptcy or another decision on the insolvency petition is rendered or the enforced administration is terminated. T-Mobile shall inform the Subscriber of this via SMS.

13.9. The rights of T-Mobile and the Subscriber, in particular the entitlement of T-Mobile to receive payment of the amounts due for the Offered 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.

13.10. The Subscriber Contract shall be discharged upon the Subscriber's death, unless T-Mobile makes an agreement with any of the eligible heirs of the Subscriber on the continuation thereof.

13.11. An agreement on payment services shall be discharged no later than at the time the Subscriber Contract discharged.

14. Liability for Damage

14.1. If a Service and a related 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 or the related service in an alternative manner. In such cases, the Subscriber shall not be entitled to damages. If a Service could be used only partially or if it could not be used at all due to the fact that the quality of the Service did not comply with the applicable business terms and conditions for the Offered Services, T-Mobile will either reasonably decrease the price or, upon an agreement with the Subscriber, arrange for the provision of the Service or the related service in an alternative manner.

14.2. Unless specified otherwise in the terms and conditions of the respective services, T-Mobile shall not be liable for damage incurred by the Subscriber due to misuse of security codes and passwords, loss, theft or misuse of the Subscriber's SIM card or the services provided in the Mobile or Fixed-Line Network, insufficient protection of technical devices, conduct at variance with the Subscriber Contract, terms and conditions of special services and laws and 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.

14.3. The total foreseeable damage which the Subscriber might suffer as a consequence of a violation of T-Mobile's obligations may amount to a maximum of CZK 120,000.

14.4. T-Mobile will satisfy the right to damages by reducing the amount charged in subsequent Statements. T-Mobile will satisfy the right to damages in another manner based on the Subscriber's written request.

15. Conditions for the Provision of Prepaid Services

15.1. The Offered Services are also provided to Subscribers on a prepaid basis ("prepaid service" or "prepaid services").

15.2. The Subscriber Contract for the prepaid services shall be entered into by the payment of the price of activation of the prepaid service. 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. The Subscriber Contract for the prepaid service may also be entered into in writing.

15.3. The content of the Subscriber Contract for the provision of the prepaid services is defined in the General Terms and Conditions, with the exception of those stipulations which cannot be applied thereto with respect to the nature of the prepaid services (e.g., the individual stipulations of Articles 2., 5., 6., 8., 9. and 14.), in the business terms and conditions for the selected prepaid service, and in the Price List of Services.

15.4. Consent of T-Mobile shall not be necessary for a change of the Subscriber to the prepaid services. The Subscriber shall be entitled to assign the prepaid SIM card for use to a third party. The Subscriber undertakes to inform the third party of these General Terms and Conditions, the Terms and Conditions for Processing of Subscribers' Personal, Identification, Traffic and Location Data, the 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.

15.5. 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 (the "cover letter") a Subscriber.

15.6. T-Mobile will provide, together with the Subscriber's SIM card, credit in the amount corresponding to the paid amount at the time the credit is topped up. T-Mobile will not provide any credit to the Subscriber at the time a new SIM card is activated unless specified otherwise for the package containing the SIM card. Any such credit may only be used for the prepaid services. T-Mobile will allow the Subscriber to use the prepaid 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 (1) month following the termination of the Subscriber Contract. If T-Mobile allows the transfer of credit from a tariff plan with monthly billing to the prepaid service, such credit shall not be refunded and, unless specified otherwise, it cannot be used for audiotex services, premium SMS, M-payment, and other comparable premium services. In the terms of Section 578 of the Civil Code, the Subscriber's right to a credit refund shall cease to exist upon the lapse 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 the Terms and Conditions Relevant to Number Porting. T-Mobile will not refund the credit in the event of suspicion of misuse of the process of refunding the unused credit.

15.7. In the event that in special cases the Subscriber obtains an additional credit in addition to the topped-up credit (the "Bonus Credit"), unless specified otherwise, this credit cannot be used for audiotex services, premium SMS, M-payment, and other comparable premium services; the frequent use of the auditex services, premium SMS, M-payment and other premium services under special conditions shall be considered misuse of the prepaid services depending on the particular circumstances of the case. The Subscriber shall not be entitled to request the refund of the unused Bonus Credit.

15.8. In the event that the Subscriber has negative credit, he/she shall be obliged to top up credit, without any undue delay, with such an amount as to ensure that the credit is not negative.

15.9. 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. The Subscriber Contract for the prepaid service shall be discharged:

a. Upon the lapse of the time limit for making the first outgoing call to no effect; this time limit is three (3) years following the date of manufacture of the prepaid SIM card stated in the cover letter,

b. Upon the lapse of the time limit for topping up the prepaid SIM card with no effect; this time limit is specified on the www.t-mobile.cz website. 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 13. 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 Terms and Conditions Relevant to Number Porting.

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

16. Amendment of the General Terms and Conditions and Validity Thereof, Amendment of Other Contractual Conditions

16.1. T-Mobile shall be entitled to amend and supplement the General Terms and Conditions due to amendments of the legislation in force or changes in the conditions in the electronic communications market.

16.2. The rights and obligations of the parties as per these General Terms and Conditions which must survive until the complete satisfaction thereof shall not cease to exist at the moment of termination of the duration of the Subscriber Contract. Articles 17.1, 17.2 and 17.3 shall also apply after the termination of the Subscriber Contract.

16.3. T-Mobile shall be entitled to alter the scope, conditions, quality, and prices of the Offered Services, or to terminate the provision of the currently Offered 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 Offered Services whose provision is to be terminated

with new, similar services, if feasible from the technical and economic point of view.

16.4. T-Mobile shall inform the Subscriber of alterations to the scope, conditions, quality and prices of the Offered Services, as well as of any amendment of 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.

16.5. T-Mobile shall publish the information regarding an amendment of the Price List of Services usually 40 days in advance.

16.6. T-Mobile shall publish the information regarding an amendment of the General Terms and Conditions at least one month in advance.

17. Applicable Law and Dispute Resolution

17.1. The rights and obligations of the parties ensuing from the Subscriber Contract shall be governed by the laws 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. It is not possible to resolve a dispute through other than judicial or administrative proceedings.

17.2. Resolution of disputes concerning payment services also falls within the competence of the financial arbiter pursuant to Act No. 229/2002 Coll. on the Financial Arbiter, as amended. The petition to commence proceedings before the financial arbiter shall be filed at the financial arbiter's address, which can be found on the www.cnb.cz website.

17.3. The contractual relationship established based on the Subscriber Contract shall be governed by Act No. 513/1991 Coll., the Commercial Code, as amended.

17.4. The rights and obligations of the parties relating to the agreement on payment services shall also be governed by Act No. 284/2009 Coll. on the Payment System.

18. Joint and Final Provisions

18.1. 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, e-mail, SMS, MMS and data box shall also be deemed written legal acts of T-Mobile. All written legal acts performed by the Subscriber are assessed using the provisions of the Commercial Code.

18.2. The mailing address shall be designated by the Subscriber in the Subscriber Contract. 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 Subscriber Contract 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 obliged 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.

18.3. Correspondence sent to T-Mobile via a postal-services provider shall be deemed delivered on the date on which the document is delivered to the address pursuant to Article 18.2. 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 18.2. This shall not apply, however, if T-Mobile sends the correspondence to an address which the Subscriber notified to T-Mobile as per Article 3.2.5. as being no longer valid.

18.4. Correspondence delivered to T-Mobile 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.

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

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

18.7. The completed Subscriber Contract form signed by both parties, the valid General Terms and Conditions and the Price List of Services currently in force, the Terms and Conditions for Processing of Subscribers' Personal, Identification, Traffic and Location Data, the conditions for the Services selected by the Subscriber, and the conditions for special offers and offered services shall form the content of the Subscriber Contract. Unless the Subscriber and T-Mobile agree otherwise, if there are any conflicts, the provisions contained in the relevant part of the Subscriber Contract shall take precedence in the following sequence:

1. The completed Subscriber Contract form signed by both parties;
2. The conditions for special offers;
3. The conditions for the Services selected by the Subscriber;
4. The Price List of Services; and
5. The Terms and Conditions for Processing of Subscribers' Personal, Identification, Traffic and Location Data.

18.8. Annex No. 1 – Basic and Additional Services shall form an integral part of these General Terms and Conditions.

18.9. The General Terms and Conditions in force are available for reference at the T-Mobile shops and at www.t-mobile.cz.

18.10. These General Terms and Conditions shall come into force and effect on 1 July 2012. These General Terms and Conditions shall fully substitute the General Terms and Conditions of T-Mobile Czech Republic a.s. for Consumers issued on 1 March 2011.

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 in the territory of the Czech Republic

Free emergency calls in the territory of the Czech Republic – emergency calls can be made without a SIM card, including location tracking

Data transmission services provided in the territory of the Czech Republic

Short Messaging Service (SMS) provided in the territory of the Czech Republic

Multimedia Messaging Service (MMS) provided in the territory of the Czech Republic

Additional Services are other Services under T-Mobile's current offer as specified in the Price List of Services.