## Terms and Conditions of the T-Mobile m-payment Service

(the "m-payment Terms and Conditions")

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

## I. Subject-matter of the Terms and Conditions:

 The m-payment Terms and Conditions define special terms and conditions governing the m-payment service in addition to the general terms and conditions of T-Mobile payment services (the "Terms and Conditions of T-Mobile Payment Services") the up-todate version of which is available at www.t-mobile.cz. In the event of any discrepancies in the provisions regulating the same issue, the special m-payment Terms and Conditions shall prevail over the general provisions of the Terms and Conditions of T-Mobile Payment Services.

### II. Provision of the m-payment service:

- 2. m-payment is a service provided by T-Mobile which enables to subscribers to the T-Mobile public mobile communications network who have entered into a Subscriber Contract for the provision of electronic communications services with T-Mobile, including a Subscriber Contract for the prepaid Twist service (the "Subscriber Contract") and a valid Frame Contract for the payment services as per the Terms and Conditions of T-Mobile Payment Services (the "Frame Contract"), to enter into contractual relationships with third parties via the m-payment service and purchase goods and services ("products") of contracting partners of T-Mobile ("vendors").
- 3. *m-payment Direct Debit* enables its user to enter into a contractual relationship with a relevant vendor using the m-payment service, based on which: i) the user is provided with ordered products in regular intervals during the agreed period, and by using the m-payment Direct Debit service the user places a binding order for the provision of the agreed amount of products transactions as per Article 2.6 hereof, or ii) the user agrees in advance only on the price of one transaction and the maximum amount of all transactions within the agreed period with the vendor. In both of the above cases, the user acknowledges that by using the m-payment Direct Debit service, it authorises in a binding manner, in compliance with the terms and conditions stipulated herein, each transaction made during the term of the respective contractual relationship with the vendor.

The terms and conditions related to the m-payment service defined herein shall also apply to the m-payment Direct Debit.

- 4. M-platba inkaso activated by SMS
  - a. Service activation is done by sending a keyword (Provided by merchant) to a specific shortcode of the service;
  - According to the point a) stated above, the subscription period is agreed for an indefinite period, until its termination based on set of rules specified by Merchant for the service / product;
  - c. Price of the subscription is usually expressed within a key word used in the service activation SMS, or the price is fixed by a Merchant;

- 5. The Subscriber may terminate this contractual relationship at any time throughout the term of such agreed contractual relationship with the vendor, in a manner described at <u>www.t-mobile.cz</u>.
- 6. The m-payment service may be used via the internet or WAP portal or on a special occasion by sending activation SMS:
  - a) when using the internet portal via the computer web browser, the service user shall identify himself/herself by entering MSISDN and a one-time password.
  - b) when using the internet portal via the mobile web browser the user's identification is secured in such manner that the m-payment service may be used only from the service user's SIM card or the service user can be identified by entering MSISDN and a one-time access password.
  - c) when using the WAP portal, the user's identification is secured in such manner that the m-payment service may be used only from the service user's SIM card.
  - d) When sending activation SMS (this is valid for M-platba direct debit activated by SMS only), the user is identified by mobile number (MSISDN) which has been used for sending the activation SMS.
- 7. **Use of the m-payment service** shall mean purchasing selected products of vendors by means of the m-payment service.
- The necessary prerequisite for using the m-payment service shall be the Subscriber Contract, Frame Contract, as well as Internet or WAP access for using the service via the internet or WAP portals.
- 9. If not agreed between the service user and T-Mobile, or if not stated, otherwise, the service user may carry out transactions using the m-payment service ("transactions") up to the limit of:
  - a. CZK 10,000 per one calendar month;
  - b. CZK 3,000 per one 24 hours;
  - c. CZK 1,500 per one transaction (Transaction value may not be higher than 60 EUR VAT incl. – this may vary due to current exchange rate);

In the event the limit is exceeded, the transaction shall not be carried out.

The price of each product shall be specified with the respective product in CZK. All transactions are made in CZK.

10. In case of a new user of the electronic communications services T-Mobile whose contract is less than 90 days from the date of the contract activation of the particular mobile number / mobile numbers (hereinafter referred to as "New customer") can such a new customer make transaction in total volume of 500 CZK / month. For the avoidance of doubt, this limit (500 CZK / month) is superior to the above mentioned limits, for a specified period of at least 90 days after New customer contract activation. T-Mobile

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reserves the right to limit at any time to change or modify the conditions of its drawdown.

Above mentioned limitation of the total monthly value of all transactions does not apply for the transactions executed with selected providers. The up to date list of the selected providers is available at

https://www.t-mobile.cz/web/cz/katalog-sluzeb/platby/m-platba/poplatky-za-sluzbu-m-platba

- 11. **Upon making a transaction**, the user undertakes to pay the price of the product to T-Mobile, in compliance with the terms and conditions of the Subscriber Contract and Frame Contract, in the following manner:
  - a. in the case of users of prepaid services, the amount corresponding to the price of the product shall be deducted from their prepaid credit;
  - b. in the case of contract customers, the amount corresponding to the price of purchased products shall be billed in the Statement of T-Mobile Services following the termination of the billing period.
- 12. Once a transaction is made, T-Mobile shall inform the service user about the result of the transaction in the form of a short text message ("SMS") displayed, for example, on the display of the respective vendor's vending machine.
- 13. T-Mobile shall charge a fee to the user for mediating the transaction. The amount of such fee shall be specified in the price list of T-Mobile services. The service user shall also pay the price for Internet / WAP access as per the respective tariff plan.
- 14. Provision of the *m*-payment service terminates:
  - a. automatically in the event the Subscriber Contract for the provision of electronic communications services terminates in compliance with the General Terms and Conditions of T-Mobile in force, or
  - b. in case of users of prepaid services, in the event the time limit for topping up the SIM card elapses to no effect, or
  - c. in the event the Frame Contract terminates in compliance with the Terms and Conditions of T-Mobile Payment Services.

## 15. Provision of the m-payment service may also be temporarily suspended

a. by a service user:

based on a request submitted via the T-Mobile Infoline (603 603 603 or toll-free line 4603 from T-Mobile numbers) or via the My T-Mobile application on the T-Mobile portal.

- b. by T-Mobile:
  - i. in the event the service user's attempt to log into the service via the internet or WAP portal repeatedly fails;

- ii. in the event of a breach of the m-payment Terms and Conditions;
- iii. in the event of a breach of the obligations arising from the Subscriber Contract as a result of which the provision of electronic communications services is suspended;
- iv. in compliance with the provisions laid down in the Terms and Conditions of T-Mobile Payment Services
- v. in case of reasonable suspicion of fraudulent actions on the part of the user towards the non-payment of these ordered services / executed transactions.
- 16. To terminate the temporary suspension of the m-payment service by a service user, he/she shall submit a request for the m-payment service activation by contacting the T-Mobile Infoline (603 603 603 or toll-free line 4603 from T-Mobile numbers) or via the My T-Mobile application on the T-Mobile portal. The temporary suspension of the m-payment service by T-Mobile shall terminate once the reasons for which T-Mobile temporarily suspended the provision of the m-payment service cease to exist; in the case of subparagraph (iii) above, the suspension may be terminated only after the provision of the electronic communications services is renewed.

#### III. Rights and obligations of service users

- 17. Service users shall use the m-payment service in compliance with the m-payment Terms and Conditions and the Terms and Conditions of T-Mobile Payment Services, as well as in compliance with the laws and regulations in force; service users shall in particular comply with all agreed principles that ensure security of the m-payment services, protect their SIM cards against misuse by a third party. In the event the service user discloses its SIM card or phone to a third party, or in case the service user enables third party to access internet through the service user's SIM card or phone using it as a portable hot spot, he/she shall be fully liable for all acts (transactions) made by such person in the same manner as if these acts (transactions) were made by the user.
- 18. The service user shall always inform T-Mobile in writing of any transactions, he/she has not ordered, as well as of any errors or other deficiencies in the provided m-payment service, immediately after he/she has identified such facts.
- The service user may verify all data concerning all transactions made in the past two months via the My T-Mobile application on the T-Mobile portal.
- 20. Users of prepaid services that intend to use the m-payment service undertake to maintain minimum amount of available prepaid credit that corresponds to the value of the transactions to be made by them. Otherwise, T-Mobile may disallow the requested transaction.

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**IV.** Complaints

- 21. The service user may file complaints with T-Mobile concerning the scope or the quality of the m-payment service, or the price billed for a product, in particular if:
  - a. he/she has not received the confirmation SMS after making the transaction or another confirmation proving the transaction has been made, or
  - b. the price billed in the monthly Statement of Services as the price for the m-payment service, or the price deducted from the credit of the prepaid service, does not correspond to the prices for products that the user has ordered via the m-payment service.
- 22. Complaints concerning the scope and the quality of the products purchased using the m-payment service shall be filed by the service user directly with the vendor (by using data that enable the service user to clearly identify the relevant transaction). Service users may request the provision of a tax document issued for a product also solely with the vendor.
- 23. Complaints as per Article 21. may be filed solely in writing within two calendar months from the date when the fact that is subject of the complaint occurred (e.g. transaction was made) and sent to the following address: T-Mobile Czech Republic a.s., Tomíčkova 2144/1, 149 00 Praha 4. Complaints shall be resolved no later than within 30 days from the day of their filing.
- V. Joint and final provisions
- Terms and Conditions of T-Mobile Payment Services as well as the m-payment Terms and Conditions are available upon request at T-Mobile shops and their electronic version is available at www.t-mobile.cz.
- 25. T-Mobile shall be entitled to amend and supplement the m-payment Terms and Conditions at any time; any amendments shall be published at the T-Mobile website or WAP pages.
- These m-payment Terms and Conditions shall come into force and effect on 2<sup>nd</sup> July 2013.

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