



# GENERAL TERMS AND CONDITIONS

## T-MOBILE CZECH REPUBLIC A.S.

### 1. PREAMBLE

These General Terms and Conditions form a part of the Contract for the Provision of Electronic Communications and Related Services (the "Contract") that you (the "Subscriber") concluded with T-Mobile Czech Republic a.s., Tomičkova 2144/1, 148 00 Prague 4, Company ID No: 64949681 (the "Operator").

These General Terms and Conditions define your rights and duties as well as the rights and duties of the Operator with respect to the use and provision of electronic communications services and the related services (together the "Services") provided under the T-Mobile brand via a mobile network ("mobile Services") or a fixed-line network ("fixed-line Services").

### 2. SUBSCRIBER CONTRACT

#### 2.1. CONCLUSION OF A CONTRACT

Under the terms and conditions currently in force, you can conclude a Contract: in person, through the Operator's form entitled "Subscriber Contract" (the "Form"); on the Operator's website through the Form; in the customer application (the "Application") through the Form; or via the Operator's customer centre.

When concluding a Contract in person through the Form, please duly complete and sign the Form and submit it to the Operator together with the documents required to verify your identity. When concluding a Contract on the Operator's website or in the Application, please proceed according to the instructions specified on the Operator's website or in the Application and complete all data required to be filled in the Form.

You can conclude a Contract via the Operator's customer centre only if you previously concluded another Contract with the Operator through the Form.

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 a deposit, if required, etc.), the Operator will accept the offer 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) will automatically be rejected by the Operator on the basis of this declaration.

The Operator will inform you about the conclusion of the Contract and any alterations of the Contract via the T-Box that you can find under your customer account on the My T-Mobile portal (the "T-Box"). The nature of this confirmation is not equivalent to a confirming business letter. Additionally, the Operator points out that no consideration will be taken of any confirmations regarding the conclusion of a Contract that you may have possibly sent to the Operator, i.e. such confirmations have no impact on the content 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 make photocopies or to copy the information necessary to identify you on the basis of 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 Form accepted by both parties; if the Contract is concluded on the Operator's website or in the Application, the Form is saved in your customer account on the My T-Mobile portal; 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 stipulated in a separate contract;
- (iii) the terms and conditions of the particular Services you have selected;
- (iv) the Price List for Services currently in force (the "Price List");
- (v) the Terms and Conditions for Processing of 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 seven (7) days and fixed-line Services within a maximum of thirty (30) days.

The Contract becomes effective on the date of activation of the Service. However, if the fulfilment of another condition is required by law for the Contract to become effective, the Contract becomes effective on the date when the Service is activated and the condition prescribed by law has been fulfilled.

#### 2.4. CONTRACT TERM

The Contract is concluded for a fixed term or for an indefinite term (as an open-ended Contract). The term of the Contract is usually stated in the Form or in an amendment extending the Contract, if applicable. Unless you inform the Operator twenty (20) days in advance that you wish to terminate the Contract on the date of expiry of the agreed term, the Contract will automatically be changed to an open-ended Contract.

The fixed term 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 the Services were transferred to a prepaid Service (hereinafter jointly referred to as "suspension"). However, any suspension in relation to which the Operator charged you a contractual penalty that was agreed between you and the Operator in the Contract for your failure to pay three consecutive Statements of Services or for your delay in the payment of your pecuniary debt owed to the Operator for a period exceeding ninety (90) days does not extend the agreed fixed term.

#### 2.5. ALTERATION OF THE CONTRACT

You may apply for an alteration of the Contract via any of the Operator's points of contact. Provided that all of the conditions for implementing the alteration 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 alteration. If all of the conditions for implementing the alteration are not fulfilled, the Operator will inform you of the conditions under which it can accept your application for the alteration or under which it will refuse your application for the alteration (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 seven (7) days from the day on which such change occurs and to provide documentation proving the change.

#### 2.6. TERMINATION OF THE CONTRACT

The Contract is terminated by agreement, on the basis of a notice of termination, withdrawal, or the death or 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 of Services within their maturity period;
  - (ii) the payment of any of your financial obligations to the Operator is delayed for more than ninety (90) days;
  - (iii) any of the situations specified in Article 3.4 (i) to (iv) below occurs;
  - (iv) insolvency proceedings are pending against you; or
  - (v) a seizure of your assets (execution) has been ordered.

The Operator may withdraw from the Contract if you are adjudicated bankrupt on the basis of a legally effective decision or if you materially breach the Contract.

##### 2.6.2. Termination by You

You may terminate the 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 pay a compensation that you and the Operator agreed in the Contract (financial compensation); you may



terminate the Contract with no sanctions applied if you have such right by law; in this case, you must deliver your request for the termination of the Contract to the Operator no later than ten (10) days before the effective date of the change which establishes your statutory right to terminate the Contract.

Notices of termination and requests for termination must be sent to the Operator's Customer Centre at T-Mobile Czech Republic a.s., Tomičkova 2144/1, 148 00 Prague 4, or to [info@t-mobile.cz](mailto:info@t-mobile.cz); they may also be submitted in person at any T-Mobile shop.

#### 2.6.3. Number Porting

If you request the Operator to port your number to another relevant network in accordance with the Terms and Conditions for Number Porting, the Contract is terminated on the day your number is ported to another network, unless another date is determined by law. In the case of termination of a Contract that was concluded for a fixed term, you are obliged to pay a compensation that you and the Operator agreed in the Contract.

#### 2.6.4. Common Provisions

Certain rights and duties survive the termination of the Contract, e.g. the obligation to pay any due amounts, contractual penalties and compensations, etc.

The contract for the provision of payment services is also terminated upon the termination of the Contract. If you topped up credit during the period when the provision of Services was restricted and the Services were transferred to a prepaid Service, 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 the Services in the same manner. You are obliged to always read the updated terms and conditions of the Services, the Price List, the General Terms and Conditions, the Terms and Conditions for Processing of Subscribers' Personal, Identification, Traffic and Location Data of which you are informed by the Operator in connection with them.

The Operator provides the Services primarily in the form of tariff plans with monthly Statements of Services and in the form of prepaid Services.

You may use the Services only via devices 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/vyhledavaci-databaze/vyhledavani-v-seznamu-schvalenych-zarizeni/vyhledavani>).

The Services are intended for ordinary active use; they are not intended for automatically generated or otherwise systematically setup traffic (e.g., recurring SMS sending in regular intervals, bulk SMS sending, etc.).

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.

The Operator provides the Services in the quality that is specified in the terms and conditions of the individual Services and in the Price List.

#### 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 – making of 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 ("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 price of these services may be paid by means of the Payment Service in accordance with the conditions set out below. 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 intermediaries is available at <http://www.platmobilem.cz/pro-verejnost/zprostredkovatele-mobilnich-plateb>. The up-to-date terms and conditions for using third-party Services are described in the relevant General Rules for the provision of the particular service, which are available at <http://www.platmobilem.cz/kodexy-sluzeb>.

The Operator, together with the providers and intermediaries 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 and the special terms and conditions applicable to the respective Payment Service. The DMS Service, which allows you to donate money by sending a relevant SMS to a specified access number ("SMS donation"), is also a Payment Service. At the time you send a Donor SMS, 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 provisions of the General Terms and Conditions that cannot be applied to the prepaid Services given the nature of such Services and the provisions that are in conflict with the conditions stipulated in this Article will not be applied to the prepaid Services. The Contract for a prepaid Service is concluded for an indefinite term (as an open-ended Contract) and is entered into at the moment when you successfully make the first call. 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, or the SIM card and the original letter containing the security codes, or a data carrier containing the security codes (the "cover letter" and "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 a financial amount intended for the use of the Services ("Credit Top-Up"). The Credit Top-Up methods are specified at [www.t-mobile.cz](http://www.t-mobile.cz) (menu navigation: calls - prepaid services - credit top-up). After Credit Top-Up, the Operator will increase the credit available for your prepaid Service by the financial amount you deposited and will then deduct amounts from the credit for the Services used (including third-party Services and Payment Services.. The credit must be used within twelve (12) months from the last top-up. If your prepaid Service has negative credit, you are obliged to perform a Credit Top-Up without delay and to settle the debt. You may apply for the refund of any unused credit within one (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 a 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. The Contract for the prepaid Service will cease to exist for reasons specified in Article 2.6 and also if no Credit Top-Up is performed within twelve (12) months from the last Credit Top-Up.

#### 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 the Services to a prepaid Service) or to suspend the provision of Services to you in the following instances:

- (i) you fail to pay a Statement of Services 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 or insolvency proceedings have been instigated in relation to you;
- (v) there is unusually high traffic which, during the respective billing period, exceeds double the average amount billed in Statements of Services, 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 a possible misuse of the Service, and therefore the Operator is also entitled to apply the 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 compromised, or if the security of Services is compromised;
- (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 extraordinary deposit (see the reasons specified in Article 4.4(iv)), the provision of the suspended or restricted Services will be renewed without undue delay.

#### 4. PRICE, DEPOSITS AND PAYMENT TERMS

##### 4.1. PRICES AND 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. Prices for Services where electronic communication is not the only purpose of such Service (value-added Services) are different from prices charged for basic Services.

##### 4.2. STATEMENTS OF SERVICES AND THEIR PAYMENT

After the end of each billing period, the Operator will issue a Statement of Services to you that meets the requirements for a tax document (the "Statement of Services" or the "Invoice") and which includes the prices of the Services provided (including third-party Services and Payment Services) as well as any other amounts to which the Operator is entitled (e.g., deposits, instalments payable for any device purchased, rent payable for any device leased, contractual penalties, etc.). If you entered into or extended your Contract by an amendment after 30 April 2016, the Operator may set the billing method in respect of the Services (including during the term of the Contract) in such a way that a Statement of Services will include a price of the regular monthly tariff plan(s) for the next billing period and not for the preceding billing period; the other prices of the provided Services will be billed as defined in the previous sentence.

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

The Operator will deliver Statements of Services to you within fifteen (15) days after the end of a billing period. If it is clear from the date on which a Statement of Services is sent that the Statement of Services will be delivered to you during the last three (3) days of the period stated above, the Operator will extend the maturity period of such Statement of Services accordingly.

You are obliged to pay the amounts billed to the Operator's bank account as specified on Statements of Services by no later than within fourteen (14) days from the issue date of a Statement of Services (unless another time limit is specified on the Statement of Services). If you concluded your Contract or extended your Contract by an amendment signed before 1 September 2017, you are obliged to pay the amounts billed on the Operator's bank account specified on Statements of Services. The billed amounts are considered paid when they are credited to the Operator's bank account using the number of the Statement of Services specified on the Statement of Services. In the event that you fail to duly mark a payment with the number of the Statement of Services specified on the Statement of Services but you replace that number with the single variable symbol for payments (which is always specified on Statements of Services) or if you fail to mark the payment in any way (but the Operator was able to identify the payment), the rules for the order of making payments defined in Article 4.3 will apply.

The Operator will notify you if you fail to pay a Statement of Services duly and on time and will set an alternative time limit for payment; an e-mail or an SMS is also considered to be verifiable notification.

Statements of Services for electronic communications services will not be issued for any period during which the Services are suspended or the provision of Services is restricted and the Services were transferred to a prepaid Service.

If any of the provided Services cannot be billed in the Statement of Services for the billing period during which the Service was provided, the Operator will bill this service in the next possible Statement of Services.

If you do not receive your Statement of Services after more than forty (40) days from the delivery of the last Statement of Services 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 of Services does not affect your obligation to pay the price of the provided Services duly and on time. At your request and against the payment of a fee, the Operator will issue an Itemised Statement of Services that were actually provided, if the Operator is required to keep such records by law.

##### 4.3. SET-OFF AND THE ORDER OF SETTLEMENT OF DEBTS

The Operator will first use any paid amount for the settlement of the oldest due debt, in the following order: first for the payment of costs associated with the collection of claims; then for the payment of instalments of any loans provided; then for the payment of third-party Services; then for the payment of the agreed instalments relating to purchased devices; then for the payment of contractual penalties, and subsequently for the settlement of the outstanding balance of the remainder of your oldest due debt owed to the Operator; in any event, however, such payment 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 Statement of Services.

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. DEPOSITS

The Operator may require the payment of a deposit only in the event of a threatened financial risk or for other serious reasons. In the event of the failure to pay the requested deposit, 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 deposits:

- (i) for the Services;
- (ii) in the case of instalment purchases;
- (iii) a roaming deposit;
- (iv) an extraordinary deposit if any of the situations stated in Article 3.4 (i) to (v) occurs; as a rule, the maximum amount of an extraordinary deposit is four times the amount usually billed in your Statement of Services; and
- (v) a deposit for the minimum monthly payment/amount (MMP).

If you pay your Statements of Services duly and on time and there is no threat of a financial risk, the Operator will return the deposit for the Services by reducing the amount due: billed in the fourth Statement of Services following the date the deposit is collected in the case of the deposits specified under points (i) or (iii) above; or in the seventh Statement of Services following the date the deposit is collected in the case of the deposits specified under points (ii) or (v) above; or in the Statement of Services immediately following after all Statements of Services which reflect the situations that constituted the reason for the extraordinary deposit have been paid in the case of the deposit 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](http://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 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 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 caused to you as a result of the Operator's failure to comply with this obligation. However, you are liable for any other damage caused 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 GSM gateways). If you breach the prohibition to route traffic to the Operator's network, this will be deemed as a material breach of the Contract by the Operator and you will be obliged to pay to the Operator a contractual penalty of CZK 10,000 for each individual breach of this prohibition (if relating to the fixed-line network) or for each your SIM card that is active on the date on which such routing is ascertained for the first time (if relating to the mobile network).

### 6.2. LIABILITY FOR DAMAGE

Please bear in mind that you are liable for the conduct of any third parties to which you allowed to use the Services. You are also liable for insufficient protection of your security elements or any misuse of the Services in the event that you did not use the possibility of protecting 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 of 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 Statements of Services. The Operator will satisfy the right to damages in another manner only based on your written request. Unless the Operator agrees with you otherwise, any damage caused in connection with performance under the Contract is reimbursed in cash. The Operator's obligation to reimburse you for damage is excluded if the damage could not have been reasonably foreseen at the time the Contract was concluded. If contractual penalties were agreed upon, the Operator's right to claim damages is not affected by the payment of contractual penalties.

## 7. COMPLAINTS

You may file a complaint with regard to any Statement of Services issued or Service provided within two (2) months following the delivery of the Statement of Services or the provision of the Service (e.g., in relation to the scope or quality in which the Service was provided). 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 shops. Even if you file a complaint, you are required to duly pay the Statement of Services which is the subject of the complaint. The Operator will handle all complaints without delay and, in all cases, it will inform you within one (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 two (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 (1) month after the complaint has been handled.

You may file a complaint with regard to any provided third-party Services or Payment Services with the provider of the respective service or agent.

## 8. COMMUNICATION BETWEEN PARTIES

### 8.1. POINTS OF CONTACT

For communication with the Operator, please use the contact form available at [www.t-mobile.cz/kontakt](http://www.t-mobile.cz/kontakt) or visit any T-Mobile shop; if you concluded the Contract as a consumer, you may also call the info line at +420 800 73 73 73 or send an e-mail to info@t-mobile.cz; if you concluded the Contract as a business entity, you may also call the info line at +420 800 73 73 33 or send an e-mail to business@t-mobile.cz. You may also contact the Operator using another manner according to the currently valid conditions.

Please send any written communication to the Customer Centre in Prague, at Tomičkova 2144/1, 148 00 Prague 4.

Unless defined otherwise, you may submit proposals, comments and applications; request a change of telephone number; 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.

### 8.2. 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 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 legitimate suspicion of a misuse of identification means.

The Operator may contact you via postal or carrier service providers ("post"), by fax, e-mail, or phone, by sending messages to the 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 the T-Box or your 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 primarily at your mailing 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 earlier. 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. Messages sent by the Operator via fax, e-mail, SMS, or MMS are deemed delivered no later than on the day following the day on which they were 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.

### 8.3. ALTERATIONS OF THE CONTRACT

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 a concluded Contract to the extent of:

- (i) the price of the Services;
- (ii) the method and conditions applicable to the billing of the Services;
- (iii) the method, extent, parameters and conditions applicable to the provision of the Services (including the discontinuation of a Service and introduction of new Services);
- (iv) the extent of your rights and duties and the Operator's rights and duties;
- (v) the method and conditions applicable to the filing and handling of complaints;
- (vi) the liability for damage;
- (vii) the term of the Contract;
- (viii) the part relating to the conditions and amount of payments;
- (ix) methods of termination of the Contract;
- (x) methods for the delivery of communications;
- (xi) reservations in relation to the laws and regulations;
- (xii) payment transactions;



(xiii) the processing and storing of personal, identification, traffic and location data;  
(xiv) the parts that are governed by the laws and regulations or subject to a decision issued by a court or an administrative body.

To the extent defined above, the Operator may amend the Contract due to:

- (i) inflation;
- (ii) introduction of new Services;
- (iii) change in the conditions on the electronic communications market;
- (iv) network quality improvement; or
- (v) development of new technologies.

The Operator will also notify you of any alterations of the Contract in the manner stipulated by law, usually thirty (30) days before the effective date of an alteration of the Contract.

#### **9. FINAL PROVISIONS, DISPUTE RESOLUTION**

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. If you entered into the Contract as a consumer, you may also opt for an out-of-court resolution of any disputes arising from the Agreement in accordance with Act No. 634/1992 Coll., on the Protection of Consumers, by referring the dispute to the Czech Telecommunications Office ([www.ctu.cz](http://www.ctu.cz)) if it concerns the provision of electronic communications services, or to the Financial Arbitrator ([www.finarbitr.cz](http://www.finarbitr.cz)) if it concerns the provision of financial services, or to the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)) in the case of other disputes.

These General Terms and Conditions come into force and effect on 1 September 2017 and supersede the preceding General Terms and Conditions, except for the provisions contained in Article 8 of the General Terms and Conditions that were in effect from 26 January 2014 to 29 April 2016 (Contractual Penalties and Other Payments) and the related provisions, which remain in force for Contracts concluded before 30 April 2016 and which remained in force also on the basis of the provision to this effect set out in the last paragraph of the Final Provisions of the preceding General Terms and Conditions.

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