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|  |  | **SUBSCRIBER CONTRACT FOR PHYSICAL PERSONS - ENTREPRENEURS** | | |
|  |  | Customer Centre - Business  800 73 73 33, business@t-mobile.cz  [www.t-mobile.cz](http://www.t-mobile.cz) |  | FRAME CONTRACT  CUSTOMER CONTRACT  SUBSCRIBER CONTRACT  PHONE NUMBER |
| OPERATOR |  | T-Mobile Czech Republic a.s.  Tomíčkova 2144/1, 148 00 Prague 4  Company reg. no. 649 49 648, tax reg. no. CZ64949681  Registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File 3787 |  | Point of sale code  Vendor, code  Point of sale address  Contact person  Phone number  E-mail |
| CUSTOMER |  | Details about the individual – entrepreneur  Trading name  Street  Postal code, city  Company ID no.  VAT no.  Mandatory entity for the contract register[[1]](#footnote-1)  Yes  No  Representative  Name, surname, title  Street  Postal code, city  Date of birth  Document – number, validity |  | Details about the responsible party or party authorised to act on behalf of the corporate entity  Name, surname, title  Street  Postal code, city  Date of birth  Document – number, validity |

CONTRACTUAL ARRANGEMENTS

The Operator and the Customer hereby enter into a new Subscriber Contract on the basis of which the Operator will provide to the Customer basic and additional electronic communications services and related services (jointly the “Services”) in the scope on which the Parties will agree; the Customer undertakes to pay the agreed price for such Services in a due and timely manner.

The Operator and the Customer have agreed that the Subscriber Contract is concluded for a fixed term of 24 months. The agreed term starts to run on the date of the activation of the agreed Service.

The Operator and the Customer have agreed that the Subscriber Contract is concluded for an indefinite term.

The following documents form the content and inseparable parts of the Subscriber Contract (the “Documents”):

* + The terms and conditions specified on this form, including the terms and conditions stipulated in the Set-up of Services section of this form;
  + General Terms and Conditions of T-Mobile Czech Republic a.s. in force (the “General Terms and Conditions”);
  + Terms and Conditions for Processing of Subscriber´s Personal, Identification, Traffic and Location Data in force;
  + The Price List of Services in force;
  + Other terms and conditions:
  + The terms and conditions applicable to the selected tariff plan and other selected Services;
  + Number Porting Terms and Conditions;,
  + T-Mobile M-Payment Service Terms and Conditions;
  + T-Mobile Payment Services Terms and Conditions;
  + Rules for the Purchase of Devices in Instalments.

The priority of the Documents is governed by Article 2.2 of the General Terms and Conditions and not by the order in which they are listed above. All terms and conditions are available at [www.t-mobile.cz/novyzakaznik](http://www.t-mobile.cz/novyzakaznik).

By signing the Subscriber Contract, the Customer confirms that he/she is familiar with all these documents and that he/she agrees with them without reservations. The Operator points out to the Customer that certain Documents contain provisions that could be considered surprising. Such provisions are always marked in the Documents (particularly in the form of underlining). The Customer confirms that he/she has carefully read these provisions and that he/she agrees with them without reservations. The Customer undertakes to read the terms and conditions of all Services that he/she will activate during the term of the Subscriber Contract; the terms and conditions applicable to the activated Services will become an integral part of this Subscriber Contract upon the activation of the particular Service.

The Customer and the Operator **have agreed on contractual penalties** that may be charged in the event that the Customer breaches his/her duty to pay the price agreed for any provided Services in a due and timely manner. If the Customer delays the payment of any Statement of Services in relation to the provided services by **one (1) day**, the Operator may charge a contractual penalty of **CZK 150** to the Customer; if the Customer delays the payment of any Statement of Services in relation to the provided services by **twenty-one (21) days**, the Operator may charge a contractual penalty of **CZK 1,000** to the Customer. If the Customer fails to pay **three consecutive** Statements of Services in a due and timely manner or if the Customer delays the payment of any pecuniary debt owed to the Operator for a period **exceeding ninety (90) days**, the Customer is obliged to pay a contractual penalty equal to the **sum of the monthly fees** **that remain to be paid until the end of the agreed contract term**. The sum will be calculated for the period beginning on the first day of the suspension of services (i.e. the date on which the suspension or restriction of the Services pursuant to Article 3.4 of the General Terms and Conditions began), during which the right to claim the contractual penalty arose, and ending on the date of expiry of the agreed contract term. The decisive price is the list price incl. VAT applicable to the tariff plan that the Customer uses under the Contract; the right to claim this contractual penalty does not arise in the case of contracts that were entered into for an indefinite term. **The Customer and the Operator have further agreed on a contractual penalty pursuant to** **Article 6.1 of the General Terms and Conditions**. Contractual penalties may be applied simultaneously.

If the **Subscriber Contract is terminated prior to the expiry of its originally agreed term** for a reason other than a delay in the payment of pecuniary debts, the Customer is obliged to pay a **financial compensation** – **a payment the amount of which equals to the costs associated with** the terminal telecommunications device that was provided to the Customer under special terms, **and at the same time a payment equal to the sum of the monthly fees that remain to be paid until the end of the agreed contract term** (the decisive price is the basic price incl. VAT applicable to the tariff plan, which was billed in the latest Statement of Services and which is stated in the Price List) or the sum of the agreed minimum monthly payments that remain to be paid until the end of the agreed contract term; such payment is deemed to represent a flat-fee compensation for the termination of the Contract prior to the expiry of the fixed term originally agreed upon between the Parties. If the Operator claims the compensation of the costs associated with the terminal telecommunications device from the Customer, the Operator may bill this part of the compensation separately.

**The Customer is obliged to pay the contractual penalties and financial compensation charged to him/her in a due and timely manner, within the maturity period specified in the respective Statement of Services**.

CONTRACTUAL STIPULATIONS RELATING TO THE PURCHASE CONTRACT

The Customer and the Operator enter into a contract of purchase of terminal device/s IMEI      , type[[2]](#endnote-1)      , (the “**Device**”) under special terms that are granted to the Customer in relation to the entry into this Subscriber Contract. The Customer and the Operator have agreed that the purchase price of the Device will be paid in the form of regular monthly instalments in accordance with the Rules for the Purchase of Devices in Instalments and with the following instalment scheme:

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| --- | --- |
| Total price of the Device | CZK |
| Down-payment (the first instalment paid upon the acceptance of the Device) | CZK |
| Balance to be paid | CZK |
| Monthly instalment | CZK |
| Remaining number of monthly instalments |  |

The maturity of the monthly instalments is governed by the maturity dates of the individual Statements of Services.

Upon the failure to pay the respective instalment when it falls due or upon the commencement of insolvency proceedings against the Customer pursuant to Act No. 182/2006 Coll. or upon the termination of the Subscriber Contract before the expiry of the term for which it was entered into, on the basis of a notice of termination filed by the Customer, all unpaid instalments become due and payable.

The Customer and the Operator have agreed that the Operator will provide a discount on terminal device IMEI      , type[[3]](#endnote-2)      , to the Customer. This discount is conditioned by the adherence to the agreed term of this Subscriber Contract (24 months) and is also conditioned by the use of the Services with a tariff plan the minimum monthly fee for which equals to the **basic list price of the tariff plan** as specified below (the “Conditional Discount”). Should the agreed term of the Subscriber Contract not be adhered to (as a result of its termination by the Customer or the Operator before the expiry of the agreed term) or should insolvency proceedings be instigated against the Customer pursuant to Act No. 182/2006 Coll. or should the Customer start to use the benefits arising from an Important Customer Contract or a Framework Contract or should the Customer change his/her tariff plan to a tariff plan the monthly fee for which is lower than the **basic list price of the tariff plan as specified below**, the Customer is obliged to return to the Operator the Conditional Discount provided to him/her.

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| --- | --- |
| Basic price of the terminal device | CZK |
| Conditional Discount | CZK |
| Price of the terminal device following the application of the discount | CZK |
| Basic list price of the tariff plan | CZK |

CONSENT TO PERSONAL DATA PROCESSING/DIRECT MARKETING

**Processing of Data for Direct Marketing based on Legitimate Interest**

T-Mobile may, based on legitimate interest, process Data, with the exception of electronic communication metadata, for direct marketing purposes, which includes the distribution of marketing messages regarding T-Mobile products and services by electronic mail, using the following channels:

SMS/MMS/smart message

E-MAIL

VOICE CALLS

**Personal Data Processing Consent**

I consent to the processing of my personal data by T-Mobile, i.e. data provided upon the entry into the agreement or while the agreement remains in effect, data on the use of services, data generated in connection with provided services, operation and location data (electronic communication metadata), and data on interaction with T-Mobile ("Data"), for marketing and commercial purposes, which includes preparing and targeting offers (including profiling) and distributing T-Mobile marketing messages by electronic means, including telephone calls and participation in market surveys and the creation of anonymized and/or aggregated socio-demographic and socio-localization analyses.

I consent to the distribution of marketing messages pertaining to third-party products and services by T-Mobile via electronic means and to the processing of the aforementioned Data for this purpose.

I agree that T-Mobile may obtain information on my credit standing to assess the application for the entry into this Agreement from the positive database of the SOLUS association (www.solus.cz) of which T-Mobile is a member.

**Information: You can request Data processing for the above purposes to be terminated at any time** (you can object Data processing based on legitimate interest or revoke your consent). **T-Mobile will comply with such a request without unnecessary delay**. **For additional information on the processing of your Data and your rights, consult the Personal Data Processing Policy in the Privacy Protection section at** [**www.t-mobile.cz**](http://www.t-mobile.cz/)**. Your rights can be exercised and granted consents can be easily changed in My T-Mobile.**

The Customer and the Operator have agreed that the Operator will send information about the conclusion and any alterations of the Subscriber Contract to the Customer to the T-Box that is accessible via the Customer´s account on the My T-Mobile portal (the “T-Box”). Until the activation of the customer account on the My T-Mobile portal, the Customer will find information about the Subscriber Contract in the temporary T-Box at www.t-mobile.cz/t-box, after entering the number of the Subscriber Contract (which is stated at the head of this form), the number of the Customer´s identity document stated on this Subscriber Contract and the country which issued this document. Confirmations sent to the T-Box are not equivalent to confirming business letters. The Operator will also take no consideration of any confirmations regarding the conclusion of the Subscriber Contract that were sent by the Customer/Subscriber, and such confirmations will have no impact on the content of this Subscriber Contract.

FINAL PROVISIONS

SIGNATURES

Date

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| CUSTOMER | |  | OPERATOR/BUSINESS AGENT | | |
| **D:\Documents and Settings\rausovam\My Documents\Formuláře\2014\Úprava hlavičky podzim 2014\TMO_Logo_BW.png** |  | | **SERVICE SET-UP** | | | | | |
|  |  | | Customer Centre - Business  800 73 73 33, business@t-mobile.cz  [www.t-mobile.cz](http://www.t-mobile.cz) | | |  | Phone number  SIM card number  SIM card type | |
| TARIFF PLAN |  | | Tariff plan  Your choice  Tariff plan description | | |  | Roaming tariff plan  Data roaming limit | |

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| SERVICES AND OTHER SETTINGS |  | Mobile Internet  Shared Internet  Student  User younger than 18[[4]](#endnote-3) User´s birth id. no.  Basic offer of services It is not possible to use roaming and other services[[5]](#endnote-4)  Sponsor  Sponsored phone number  Sponsored phone number  Sponsored phone number  Sponsored phone number  Sponsored phone number |  | Data roaming limit[[6]](#endnote-5)  Audiotex and premium SMS  DMS and SMS payment  M-payment  Extra minutes bundle[[7]](#endnote-6)  Extra SMS bundle6  Add-on for the disabled  Recipient´s name and surname  User´s birth id. no.  English for communication  English for the voice mailbox  Static public IP (GPRS/EDGE/3G)    .   .   . |
| BILLING AND PAYMENT OF SERVICES |  | Statement of Services  Itemized List of Calls  Payment method  Billing period  Limit CZK  Customer´s bank  Account no./bank code      / |  | Deposit on services CZK  Deposit on international roaming CZK  Other deposits CZK |
| MAILING ADDRESS |  | Name and surname  Street  Postal code, city |  |  |
| CONTACT DETAILS OF THE PERSON RESPONSIBLE |  | Person resp. – full name  Password  Contact phone number  Contact e-mail address |  |  |
| TERMINAL DEVICE |  | Type  IMEI/serial number |  | Price CZK  Discount CZK |
| NOTE |  |  | | |

1. Check “Yes” if Act No. 340/2015 Coll., on the Contracts Register, as amended, stipulates that the User Contract can come into effect only after being published in the Contract Register. Otherwise, check “No” [↑](#footnote-ref-1)
2. Please specify exactly the exact model name of the device that is purchased in instalments. [↑](#endnote-ref-1)
3. Please specify the exact model name of the device that is purchased with a Conditional Discount. [↑](#endnote-ref-2)
4. 3 To be filled in only in the case of the Student add-on. [↑](#endnote-ref-3)
5. 4 In accordance with the terms and conditions applicable to the “Basic Offer of Services”, which you can find at http://t-mobile.cz. [↑](#endnote-ref-4)
6. 5 The monthly limit for the maximum amount of billable data while roaming is preset at CZK 1,450 incl. VAT. The limit can be changed on the My T-Mobile portal. After the limit is reached, data transmissions while roaming will be blocked. [↑](#endnote-ref-5)
7. 6 The bundles may be activated with any of the *S námi* (“With Us”) tariff plans, for an indefinite term. [↑](#endnote-ref-6)