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| TMO_Logo_BW | **Agreement on the Transfer**  **of the Subscriber Contract (Frame Contract)** |

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|  | **Customer Centre - Business**  800 73 73 33, [business@t-mobile.cz](mailto:business@t-mobile.cz)  www.t-mobile.cz | | Original New  Frame Contract  Customer Contract |
| **Operator** | **T-Mobile Czech Republic a.s.**  Tomíčkova 2144/1, 148 00 Praha 4  Company reg. no. 649 49 681, tax reg. no. CZ64949681  Registered in the Commercial Register administered by the Municipal Court in Prague, section B, entry 3787 | |  |
| **Subscriber** | Company name  Full name and title[[1]](#footnote-1)  Company reg. no.  Date of birth | | Represented by:  Full name and title  Date of birth  ID – no. – valid until  E-mail |
| **Potentional Customer** | Data on a physical person - entrepreneur | | Information concerning the individual, person responsible or person authorised to act on behalf of the legal entity. |
|  | Company name  Street  City  Postcode  Company reg. no.  Tax reg. no.  Mandatory entity for the contract register[[2]](#footnote-2)  Yes  No  Representative:  Full name and title  Street  City  Postcode  Date of birth  ID - no. - valid until | | Full name and title  Street  City  Postcode  E-mail  Date of birth  ID - no. - valid until |
| **Contractual Stipulations** | The subject-matter of this Agreement is the transfer of a Subscriber Contract (“transfer”) between the parties to this Agreement. By signing this Agreement, the Potentional Customer acquires the rights and obligations of the Subscriber that arise from the Subscriber Contract and the Frame Contract. The content of the Subscriber Contract is defined by the Subscriber Contract, the General Terms and Conditions of T-Mobile Czech Republic, a.s. in force (“General Terms and Conditions”) valid from 30. 4. 2016 and from 1. 9. 2017, the Price List of Services in force, and the conditions of other Services. By signing this Agreement, the Potentional Customer confirms that he/she has received these documents, read them and agrees to them without reservations.  The Potentional Customer will be provided with the basic and additional electronic communications services and other offered services to the extent agreed by the contracting parties. Debts and obligations of the Original Subscriber related to the transferred Subscriber Contract are not transferred to the Potentional Customer. Operator is entitled to interrupt the provision of Services to the Subscriber during the technical implementation of the transfer for the necessary period. Annex 1 shall form an inseparable part of the Agreement.  The Potentional Customer agrees that Operator will process the Customer’s personal/identification data (“Data”) in compliance with the General Terms and Conditions.  The Potentional Party and the Operator agreed that this contractual relationship shall be **exempt from provisions of articles 8.1, 8.2., 8.3 and 2.6.2 paragraph one and article 2.6.3 sentence two of the General Terms and Conditions**.  A Subscriber Contract concluded for an **indefinite period of time** can be terminated by the Interested Party by a written **termination with a notice period of 30 days** after its delivery to the Operator. A Subscriber Contract concluded for **a specific period of time** can be terminated by the Interested Party **as of the end of its agreed validity**, whereas in such case the Interested Party is obliged to inform the Operator about this decision in writing at least 20 days in advance, otherwise the contract shall automatically change to a contract concluded for an indefinite period of time as of the end of the agreed validity. Regardless of the provisions above, the Interested Party is authorized to terminate the Contract in writing without sanctions if this right is given by the law; in such case the Interested Party shall deliver a written termination to the Operator by 10 days at the latest before the effect of the change that creates the legal right of the Interested Party to terminate the Contract.  **The Interested Party and the Operator agree on a contractual penalty in case of a breach of the obligation of the Interested Party to pay the agreed price for provided Services duly and in time.** If the Interested Party is in default with payment of the Bill for provided Services **for one day**, the Operator is authorized to charge the Interested Party **a contractual penalty of 150 CZK.** If the Interested Party is in default with payment of the Bill for provided Services for **21 days**, the Operator is authorized to charge the Interested Party **a contractual penalty of 1,000 CZK.** If the Interested Party does not pay **three consecutive Bills** duly and in time **or** if the Interested Party is in default with payment of any financial amount towards the Operator **for more than 90 days,** the Interested Party is obliged to pay **a contractual penalty corresponding to the sum of monthly payments remaining until the end of the agreed Contract validity.** This sum is calculated for a period starting from the beginning of suspension (i.e., from the beginning of the suspension or limitation of Service provision as per article 3.4.1 (i) of the General Terms and Conditions), during which the claim to the contractual penalty originated, until the end of the agreed Contract validity. In such situation the monthly price of the tariff used by the Interested Party as per the Contract, incl. VAT and as specified in the pricelist, is decisive; the claim to this contractual penalty is not created in case of Contracts concluded for an indefinite period of time. **The Interested Party is obliged to pay the charged contractual penalties in time and duly within the maturity date specified in the Bill.**  Furthermore, the Interested Party and the Operator agree on **contractual penalties** in the case of a breach of other contractual obligations following from the Subscriber Contract, as stipulated in **article 8.4 of the General Terms and Conditions and Conditions of Minimum Monthly Performance.** If the Subscriber Contract **is terminated before the end of the agreed specific period of time** for reasons other than delayed payments of financial debts, the Interested Party shall pay to the Operator **all costs associated with the telecommunication end device** that was provided to the Interested Party under advantageous conditions **as well as the sum of all monthly payments remaining until the end of the agreed validity of the contract** (determined based on the basic amount of the monthly payment with VAT of the last Bill stated in the Pricelist), or the sum of the minimum agreed monthly performance remaining until the end of the agreed validity of the Subscriber Contract, whereas this payment shall represent a lump compensation for premature termination of the Contract that was concluded by the parties for a definite period of time. If the Operator charges compensation of costs associated with the telecommunication end device to the Interested Party, the Operator is authorized to charge this compensation amount to the Interested Party separately.  The parties to this Agreement have agreed that if the (new) Frame Contract does not allow the use of the currently activated tariff plan (tariff plan variant), Operator is entitled to change the tariff plan (tariff plan variant) used by the respective Subscriber Contract, in accordance with the conditions stipulated in the (new) Frame Contract, to a tariff plan (tariff plan variant) that is as similar as possible to the currently activated tariff plan (tariff plan variant).  The consents expressed below apply to all SIM cards.  [[3]](#footnote-3) The Potential customer agrees to publication of Data in telephone directories and information services of entrepreneurs who provide these services.  3 The Potential customer requests that it be specified by details in the telephone directory that he does not wish to be contacted for the purpose of marketing.  3 The Customer is a “politically exposed person” within the meaning of Section 4 (5) of Act No. 253/2008 Coll. | | |
| **Consent to personal data processing/direct marketing**  **Sending commmercial messages** | **Direct Marketing (legitimate Interest)**  T-Mobile may,   * where a Subscriber is an individual, process the Data on the basis of a legitimate interest, with the exception of electronic communications metadata for the purposes of direct marketing, i.e., sending of marketing messages concerning T-Mobile products and services by e-mail, * where a Subscriber is a legal entity, send commercial messages to its customers, whereas each customer has the right to raise an objection against this,   via the following channels:  3SMS/MMS/smart message  3E-MAIL  3VOICE CALLS  **Personal Data Processing Consent - customer – individual**  3I 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.  3I 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.  **Consent to the sending of third-party marketing offers by T-Mobile – customer – legal entity**  3)The Subscriber consents to the distribution by electronic means of marketing messages pertaining to third-party products and services by T-Mobile.  **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.**  In the case of customers that are legal entities, the consent to the processing of personal, traffic and location data (electronic communications metadata) may be granted only by an individual (user of the services) and such consents are not part of this contract. Customers may withdraw their consent/raise an objection at any time, and T-Mobile will accommodate such request without undue delay. Customers and users of the services may change the authorisations/consents at any time in the My T-Mobile application or by contacting the Customer Centre.  **For additional information, consult the Personal Data Processing Policy in the Privacy Protection section at** [**www.t-mobile.cz**](http://www.t-mobile.cz/)**.** | | |
| **Final Provisions** | The Potential customer and the Operator have agreed that information on conclusion of and changes to Subscriber contracts shall be sent by the Operator to the Potential customer to the T-Box located in the customer account of the Potential customer on the My T-Mobile portal (hereinafter referred to only as the **“T-Box“).** Confirmation sent to the T-Box shall not be regarded as a confirmative commercial letter. The Operator shall also not take into consideration confirmation of conclusion of a Subscriber contract sent by the Potential customer and such confirmation shall thus have no impact on the content of this Subscriber contract.  The Subscriber and the Potentional Customer confirm that the Subscriber has communicated to the Potentional Customer all settings of services, including access passwords. The provider recommends that the Subscriber delete all saved/stored messages and immediately change all access passwords. The provider shall not be liable, either to the Subscriber or to the Potentional Customer, for any misuse of access to services caused as a result of failing to observe the aforementioned recommendations. In the case that the transferred Subscriber Contract involves a phone number that has been included in the T-Mobile Company Network or, as the case may be, the original Subscriber and the Potentional Customer understand that the services of the Company Network will be deactivated on the respective SIM card corresponding to the aforementioned phone number on the day on which the Contract is transferred; this shall involve a removal of the phone number from the Company Network. | | |
| **Signatures** | **On** | |  |
|  | **Original Subscriber[[4]](#footnote-4)** | **Potentional Customer**4 **Operator4** | |
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**Annex 1**

List of Subscriber Contracts

In the event of a large number of SIM cards, please complete another form(s). The table should be completed using the instructions below. Page no.      /

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| **Serial number** | **Phone number** | **Type of the SIM card** 1) | **Tariff plan** 2) | **Billing group** 3) | **Details on Billing group** 4) | **Type of Statement of Services** 5) | **Bank account number if paid by direct debit from bank account** | **Method of payment** 6) | **Password for blocking** 7) (four-digit number) | **Inform the end user of his/her password for blocking** 8) | **Roaming plan** 9) | **Voice Roaming add-on** 10) | **Data Roaming add-on** 11) | **Data roaming limit** 12) | **Tariff add-on** 13) | **GPRS/EDGE/3G** 14) | **Data tariff add-on** 15) | **Itemized list of calls** 16) | **Blocking international calls** | **Multimedia messages (MMS)** 17) | **Consent to audiotex and premium SMS** 18) | **Consent to DMS and SMS payment** 19) | **Consent to m-payment 20)** | **Downloads** 21) | **SIM card transfer date** 22) | **SMS confirmation about transfer** 23) | **Type of voicemail service** 24) | **Include number in CN** 25) | **Note** |
| 1. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 10. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 15. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Note:

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| TMO_Logo_BW | **Instructions for Completing** |

1. Type of SIM card: **U** (Universal SIM card), **W** (Twin SIM card), **M** (Micro SIM card), **MW** (Micro Twin SIM card), **N** (Nano SIM card), **NW** (Nano Twin SIM card). If left blank, a Universal SIM card will be provided.
2. Minute-based tariff plans: (T=Tariff plan) **T30**, **T80**, **T160**, **T300**, **T600**, **T1500**, **P120** (Profi 120), **PNM1** (profi na míru 1), **PNM2** (profi na míru 2), **PNM3** (profi na míru 3), **PNM4** (profi na míru 4), **PNM5** (profi na míru 5). Credit-based tariff plans (only if possible based on your Frame Contract): (K=Credit) **K150**, **K250**, **K450**, **K700**, **K1200**, **K2000**, **Mých5**, the Podnikatel credit-based plans (P=Podnikatel) **P200**, **P300**, **P600**, **P900**, **P1200**, **P2400**. Minute-based and credit-based plans cannot be combined within a single Frame Contract. Data tariff plans: **M2M**, **M2M P** (tariff M2M Premium), **TMA** (T-Mobile Autopark), **TMABZ** (T-Mobile Autopark bez závazků), **IB** (Internet Basic), **IS** (Internet Standard), **ICS** (Internet na cesty Standard), **IP** (Internet Premium), **ICP** (Internet na cesty Premium), **IPP** (Internet Premium Profi), **IK** (Internet Komplet), **MI 1,5** (Mobilní internet 1,5GB), **MI 3** (Mobilní internet 3GB), **MI 10** (Mobilní internet 10GB), **MI 30** (Mobilní internet 30GB), **PIBD** (Pevný internet bez drátu). Special tariff plans: **HP** (Happy Partner).
3. Existing billing group – **S**, new billing group – **N**.
4. If you want to assign the SIM card to the existing Statement of Services, fill in the number or name of the selected existing Statement of Services. If you want a new Statement of Services, fill in the name, surname and billing group (street, no., city, postal code) of the new Statement of Services. If you want the new Statement of Services you have defined several rows above, fill in “see row XY”.
5. Type of Statement of Services: **P** (paper), **E** (electronic).
6. Method of payment shall be filled in only in the case of new Statement of Services. Types: PP – postal order; BÚ – transfer from the bank account, I – direct debit from the bank account.
7. An obligatory, four-digit password used for communication with the Customer Centre when blocking the SIM card (e.g. in the event of theft). You may use a common password for all SIM cards or an individual password for each SIM card. For security reasons, the following combinations may not be used: 0000, 1234, 4321, 1111, 2222, 3333, 4444, 5555, 6666, 7777, 8888, 9999.
8. Do you want to disclose the password for blocking to the end user:Your chosen or randomly generated password (see item 4) will not be sent to the end user via SMS after activation. If you wish to disclose the password for blocking to end-users, select option “A”. Please contact the Customer Centre - Business to find out the password.
9. Roaming tariff plans: **H** (Happy Roaming), **HH** (Happy Holiday Roaming). If left blank, roaming will not be activated.
10. Voice roaming add-on: **C** – Cestovatel, **EU** – Roaming add-on EU, **W** – WorldClass, **ST** – Standard (only if possible based on the Frame Contract), **pv E** –incoming call- Europe (this roaming add-on can only be activated in combination with the credit-based tariff plans), **SMS** –SMS package,
11. **DRE 10** – data roaming Europe 10 MB, **DRE 15** –data roaming Europe 15 MB, **DRE 20** –data roaming Europe 20 MB, **DRE 30** – data roaming Europe 30 MB, **DRE 50** – data roaming Europe 50 MB, **DRE 150** – data roaming Europe 150 MB, **DEU** –Data roaming add-on EU, **EU + DEU** – roaming add-on EU + Data roaming add-on EU. **DS 20** – data world 20 MB, **DS 100** – data world 100 MB, **DS 200** – data world 200 MB, **DS 500** – data world 500 MB, **DS 1000** – data world 1 GB. If you do not select any of the add-ons specified above and at the same time you will be roaming service activated, EU roaming add-on + EU data roaming add-on (EU + DEU) will be activated automatically.
12. Data roaming limit: **D1** (495,87), **D2** (1 198,35), **D3** (4 132,23), **D4** (8 264,46), **D5** (14 876,03), **D6** (26 446,28), **X** (DRL will be not activated). Limits are in CZK exclusive of VAT. If left blank, limit 495,87 will be activated.
13. **Tariff add-on**: **V+** – Víkend+, **P+** – Pevná+, **SMS V+** – SMS Víkend+, **K100+** – Kredit 100+, **K200+** – Kredit 200+, **K300+** –­ Kredit 300+, **OP** – Optimum Práce, **ON** – Optimum Nonstop**.** The Víkend+ and Pevná+ add-ons cannot be activated in combination with the credit-based tariffs plans. Kredit 100+, Kredit 200+, Kredit 300+, Optimum Práce and Optimum Nonstop add-ons can only be activated in combination with the Podnikatel tariff plans.
14. Complete: **1** (all disabled), **2** (data roaming disabled), **3** (all permitted). Unless you select any option from the drop-down menu, option 3 – “all permitted” – will apply. In the event that option 2 or 3 is selected and no discount on GPRS data transfers is stipulated in the Frame Contract, Internet v mobilu na den (“One Day Mobile Internet Access”) will be activated. More information about this service is available at [www.t-mobile.cz](http://www.t-mobile.cz).
15. Data tariff plan add-ons: **S+** (Surf+), **SM+** (Surf&Mail+), **I+** (Internet+), **IMS** (Internet v mobilu Standard), **IMK** (Internet v mobilu Klasik), **IMP** (Internet v mobilu Premium), **MI 150** (mobilní internet 150MB), **MI 400** (mobilní internet 400MB), **MI 1,5** (mobilní internet 1,5GB), **MI 3** (mobilní internet 3GB), **MI 10** (mobilní internet 10GB), **MI 30** (mobilní internet 30GB).. If you wish to activate a static IP address for the intranet and/or the internet, please complete the form “Set-up of a static IP address for T-Mobile GPRS/EDGE”.
16. Type of Itemized List of Calls: **E** (electronic Itemized List of Calls), **T** (printed itemized List of Calls), **ET** (electronic and printed Itemized List of Calls).
17. Multimedia messages (MMS): mark this column to activate multimedia messages (MMS). If it is not filled in, blocking (of MMS) will be set.
18. Cross off  for the option of using Audiotex and premium SMS, leave the column empty  for blocking.
19. Cross off  for the option of using DMS and SMS payments, leave the column empty  for blocking.
20. Cross off  for the option of using m-Payment (payment via mobile telephone), leave the column empty  for blocking.
21. Complete: **1** (all blocked), **2** (Caller Tunes blocked), 3 (all except Caller Tunes blocked), **4** (all permitted).
22. Select one of the options for the date of transfer of the SIM cards. If left blank, option A will apply. A – The SIM card will be transferred as soon as practicable following receipt of the request. B – The SIM card will be transferred on the requested day, though no earlier than on the next business day following the receipt of the request
23. xxxxxxxxxx
24. Types of voicemail services: **H** – Voicemail Box, R – Missed Calls Register, **N** – none
25. If marked, the SIM card will be included in the VPN without any further settings or restrictions. If you want to specify the settings, complete the VPN Order form.

1. Specify an individual, individual - entrepreneur, responsible person or authorized representative of a legal entity. [↑](#footnote-ref-1)
2. 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-2)
3. Applies if the column is marked with a cross. [↑](#footnote-ref-3)
4. In the event of sending the Agreement by e-mail, please state the name and surname of the person authorized to act on behalf of the Customer and his/her contact phone number (that is the number registered at T-Mobile in the name of the person authorized to act on behalf of the Customer, whom the Customer authorized to handle the Order). [↑](#footnote-ref-4)