

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

## 1. Opening provision

The General Terms and Conditions form part of the Contract for the Provision of Publicly Available Electronic Communications Services (the "Contract") which you as a consumer (the "Subscriber") concluded with T-Mobile Czech Republic a.s. ("T-Mobile").

The General Terms and Conditions define your rights and obligations and the rights and obligations of T-Mobile with respect to the use and provision of electronic communications services and the related services (together the "Services") via T-Mobile's mobile network ("mobile Services") or T-Mobile's fixed-line network ("fixed-line Services").

When negotiating a Contract, you and T-Mobile may be represented by an agent or representative. The power of attorney by which you authorise such representative must always bear your legalised signature.

## 2. Subscriber Contract

### 2.1. Conclusion of the Contract

If you wish to conclude a Contract, complete and sign T-Mobile's form titled "Subscriber Contract" and submit it to T-Mobile together with the documents required for verification of your identity. If the conditions required for the conclusion of a Contract (e.g., if your identity corresponds to the information stated in the form, if you have paid a deposit or an advance if required, etc.) are fulfilled, T-Mobile will accept the proposal you submitted and will conclude a Contract with you.

The Contract is concluded when T-Mobile attaches its signature to the Contract, or by another act performed by T-Mobile from which it clearly follows that the proposal submitted by you has been accepted (e.g., activation of a SIM card or service).

For the purposes of any later verification of your identity upon conclusion of the Contract, if required, you grant consent to T-Mobile to photocopy or copy the information necessary to identify you and to archive this data; the same applies analogously if you provide proof of a change to such data.

The first Contract which you concluded in writing is automatically considered to be the governing contract for all subsequent Contracts entered into between you and T-Mobile in other than written form. The provisions concerning contractual penalties stipulated in the governing Contract concluded in writing will apply to each Contract which you conclude in other than written form.

If you do not intend to collect or if you fail to collect your device which is at T-Mobile (in particular a handset, notebook, accessory or other device) within twelve (12) months from the conclusion of the Contract, you have the right to notify T-Mobile, within fifteen (15) days from the refusal to collect such device or, as the case may be, the expiry of the 12-month time limit, for which purpose T-Mobile may use the device. If you fail to stipulate otherwise within the time limit stated above, you grant your consent to donate the device to charity. This is without prejudice to the validity and effect of the Contract.

### 2.2. Content of the Contract

The content of the Contract consists of the provisions stated in: (i) the "Subscriber Contract" form accepted by both parties, (ii) the terms and conditions of special offers, (iii) the terms and conditions of the particular Services that you selected, (iv) the Price List of Services in force (the "Price List"), (v) the Terms and Conditions for Processing Subscribers' Personal, Identification, Traffic and Location Data,

(vi) the General Terms and Conditions in force, and (vii) any other documents, if applicable, 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

T-Mobile will activate your Service as soon as practically possible taking into consideration technical, commercial and procedural conditions. If T-Mobile fails to activate the Service within seven (7) days (in the case of a mobile Service) or within thirty (30) days (in the case of a fixed-line Service) from the day on which you requested the activation of the Service and received the necessary equipment (e.g., a SIM card), T-Mobile will be deemed to have withdrawn from the Contract. The same applies analogously in the event of transfer from a prepaid Service to a tariff plan with monthly billing. T-Mobile is obliged to inform you of the reasons for its withdrawal from the Contract.

### 2.4. Term of the Contract

The Contract is concluded for a term on which you agree with T-Mobile. The term is usually stated in the "Subscriber Contract" form as amended by any amendments which you have concluded. The term of the Contract begins on the date of activation of the Service.

If the Contract is concluded for a fixed term, it will automatically be extended for an indefinite period after the expiry of the agreed term. The fixed term of your Contract is automatically extended for the period during which the provision of Services was suspended or restricted along with a transfer to prepaid Services ("suspension of Services"), with the exception of the suspension of Services which gave rise to T-Mobile's entitlement to the payment of a contractual penalty, irrespective of whether you paid your obligations to T-Mobile during the period of suspension of Services or not.

### 2.5. Alteration of the Contract

You may apply for an alteration of the Contract via any of the T-Mobile's points of contact.

Provided that all the conditions for implementing the alteration have been fulfilled, T-Mobile will implement the alteration no later than from the beginning of the billing period immediately following the receipt of your application for the alteration, if it is technically and procedurally feasible.

If all the conditions for implementing the alterations are not fulfilled, T-Mobile 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 any amounts owed by you, in the case of suspension of Services, during the notice period, etc.).

You are obliged to inform T-Mobile of any change to your data stated in the Contract no later than seven (7) days from the date on which such change occurs and provide documentation of such change.

### 2.6. Termination of the Contract

The Contract may be terminated by agreement, notice of termination, withdrawal, death of the Subscriber or cessation of existence of any party to the Contract without a legal successor.

### 2.6.1. Termination by T-Mobile

T-Mobile may terminate any of your Contracts in writing, subject to a 20-day notice period that begins on the day on which the notice of termination is sent to your address, in the following instances: (i) if you failed to pay three consecutive Statements within their maturity period, (ii) if you delay payment of any of your financial obligations to T-Mobile for more than ninety (90) days, (iii) if any of the situations specified in Article 3.4.1. (i) to (v) below occurs, (iv) if insolvency or bankruptcy proceedings are pending against you, or (v) if enforcement of a judgement or seizure of assets (in Czech "exekuce") is ordered against you. T-Mobile may withdraw from the Contract on the date when you are adjudicated bankrupt or if you materially breach the Contract. Along with sending the notice of termination or withdrawal, T-Mobile may also restrict or suspend the provision of Services to you or transfer the Service(s) provided to you to a prepaid Service; T-Mobile may do so even without prior notification.

### 2.6.2. Termination by you

You may terminate an open-ended contract in writing, subject to a 30-day notice period that begins on the day on which the notice of termination is delivered to T-Mobile.

If you wish that your fixed-term Contract is terminated as of the date of expiry of the agreed term of the contract, please notify us in writing at least twenty (20) days in advance; otherwise, the Contract will automatically be transformed to an open-ended contract upon the expiry of the fixed term.

Regardless of the agreed term of the Contract, you may terminate the Contract in writing if you have such right by law. In such a case, you must deliver the notice of termination to T-Mobile at least ten (10) days before the effective date of the change which establishes your statutory right to terminate the Contract.

Notices of termination given in paper form must be sent to the address of the T-Mobile Customer Centre at T-Mobile Czech Republic a.s., Tomičkova 2144/1, 149 00 Prague 4; if given in electronic form, they must be sent to [info@t-mobile.cz](mailto:info@t-mobile.cz), or they can also be given in person at any T-Mobile shop.

### 2.6.3. Number porting

In accordance with the Terms and Conditions Relevant to Number Porting, you may request that T-Mobile port your number to another mobile or, as the case may be, fixed-line communications network. The Contract is also terminated when the number is ported to another network.

### 2.6.4. Joint provisions

Where it is clear that certain rights and obligations should not cease to exist upon the termination of the Contract (e.g., the obligation to pay any amounts due, including contractual penalties, provisions concerning the application of written provisions of the governing Contract to Contracts concluded in other than written form or provisions concerning the choice of law and dispute settlement), such rights and obligations will survive the termination of the Contract. The agreement on the provision of payment services is also terminated upon the termination of the Contract.

If a Contract for the provision of mobile Services is terminated, T-Mobile will transfer the SIM card to a prepaid Service, unless you agree otherwise with T-Mobile upon the termination of the Contract.

Upon the termination of the Contract, you are obliged to return to T-Mobile any property belonging to T-Mobile without undue delay.

## 3. Services

### 3.1. Opening provision

T-Mobile undertakes to provide Services to you in accordance with the laws and regulations in force and with the Contract, and you undertake to use them in such a manner (in accordance with the laws and regulations in force and with the Contract). You are obliged to always read the terms and conditions of the Services, Price List, General Terms and Conditions in force and any notifications delivered to you by T-Mobile in connection with them.

T-Mobile provides the Services in particular in the form of tariff plans with monthly billing or in the form of prepaid Services.

You may use the Services only via such devices which have been approved for use in the Czech Republic and for purposes complying with the laws and regulations in force and with the Contract. The owner of the rights attached to the software on the SIM card is T-Mobile. Do not intervene in the software on the SIM card or other devices of T-Mobile without T-Mobile's prior consent.

Without having entered into a special written contract with T-Mobile, you may not allow third parties to use any Services against payment or provide your services to third parties while using the network or the Services of T-Mobile.

### 3.2. Certain types of Services

#### 3.2.1. Basic Services

T-Mobile provides the following basic Services in the territory of the Czech Republic: (i) phone calls – standard outgoing calls and receiving of incoming calls, (ii) free emergency calls (emergency calls, including localisation, can be made without a SIM card), (iii) data transmission services, (iv) short messaging service (SMS), (v) multimedia messaging service (MMS).

#### 3.2.2. Other Services and additional Services

Additional Services mean other Services under T-Mobile's current offer that are specified in the Price List and the DMS Service by means of which you may provide a financial donation by sending a SMS to a specific access number (the "Donor SMS"). Upon sending a Donor SMS, you and the entity identified by the access number and the specific Service's code enter into a donation contract and you are obliged to pay the amount equalling the price of the respective SMS sent or, as the case may be, the specific monthly donation amount.

#### 3.2.3. Third-party services

Certain services that can be used via the T-Mobile network are not provided by T-Mobile but by other entities, under the conditions on which you agree with such entities. The third party is obliged to inform you that you are using a third-party Service no later than at the moment of use of the service. The list of third-party Services and their providers is available at <http://www.platmobilem.cz/database-cisel.aspx>.

T-Mobile together with the providers of third-party Services informs you that all claims of the third parties are assigned by the respective third party to T-Mobile, which can 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.

#### 3.2.4. Payment Services

If you agree on the provision of payment services with T-Mobile, you enter into an agreement on payment Services with T-Mobile 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. and the Terms and Conditions of T-Mobile's Payment Services.

### 3.3. Prepaid Service

The Contract for a prepaid Service is concluded for an indefinite term and is entered into at the moment when such Service is used for the first time (if you make a call, data transmission or send an SMS).

The provisions of the General Terms and Conditions which cannot be applied with respect to the nature of the prepaid Services and the provisions that are in conflict with the conditions stipulated in this Article will not be applied to the prepaid Services.

You may transfer the anonymous prepaid Service to another party without T-Mobile's consent; however, you must inform such party of the Contract and provide him/her/it with the original of the letter or the cover of the SIM card containing the security codes (the "cover letter"). The third party becomes the subscriber upon such party's acceptance of the prepaid SIM card.

T-Mobile is entitled to consider the person who presents the cover letter to be a subscriber. If you wish to use prepaid services, you are required to first deposit the financial amount intended for the use of the Services ("SIM-card top-up"). The basic SIM-card top-up methods are specified at [www.t-mobile.cz](http://www.t-mobile.cz) (navigation in the menu: calls – prepaid services – credit top-up). T-Mobile will then increase the credit available for your prepaid Service by the financial amount that you deposited. You must use up your prepaid credit within twelve (12) months, unless specified otherwise in another agreement with you. If your prepaid Service has negative credit, you are obliged to perform SIM-card top-up without delay and to settle the debt.

You may apply for the refund for any unused credit within one (1) month after the date of termination of the Contract; otherwise your right to a refund will cease to exist. Credit refund is subject to a fee specified in the Price List. T-Mobile may refuse to refund the credit in the event of suspicion that the credit refunding process is being misused.

If T-Mobile provides you with credit beyond the financial amount paid (bonus credit), you may utilise such credit only for ordinary use of Basic Services and you are not entitled to any refund for such credit. The same applies if T-Mobile allowed you to transfer unused credit under a credit-based tariff plan with monthly billing to the prepaid Service. In addition to the reasons specified in Article 2.6., the Contract for the prepaid Service will cease to exist also in the event that (i) no service is used by the date of expiry of the SIM card, which is specified on the cover of the SIM card, and (ii) the time limit of twelve (12) months from the date on which the last SIM-card top-up is performed lapses to no effect.

### 3.4. Restriction and suspension of the provision of Services

#### 3.4.1. Reasons

T-Mobile may immediately restrict or suspend the provision of Services to you in the following instances:

- (i) You fail to pay any Statement duly and on time, even within an additional time limit set by T-Mobile.
- (ii) It was impossible for T-Mobile to deliver any document to you or if you refused to accept any such document (this does not apply, however, if T-Mobile learned of such failed delivery based on your notification).
- (iii) There is a suspicion that you entered into the Contract based on false data or that you have misused the Services.
- (iv) 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, make malicious or nuisance calls, send unsolicited spam or advertising messages, etc.).

(v) The conditions necessary for the provision of the Services to you by T-Mobile have not been fulfilled.

(vi) There is unusually high traffic which, during the respective billing period, exceeds double the average amount billed in Statements or there is unusual traffic (e.g., calls to exotic destinations or to audiotex numbers, whereas there were no such calls in such a volume in the past). T-Mobile will inform you of such a fact via a text message or in another suitable manner. By taking such a measure, T-Mobile attempts to protect you from possible misuse of the Service.

(vii) There are serious technical or operational reasons, particularly if there is a critical threat to the security and integrity of the network as a result of damage to or destruction of electronic communications devices.

(viii) There is a severe crisis situation, particularly a national state of emergency, a natural disaster, or a threat to national security.

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

#### 3.4.2. Joint provisions

T-Mobile is entitled to change the form of provision of the mobile Service to a prepaid Service also during the suspension period. In the case of restriction or suspension of the provision of Services as per Article 3.4.1. (vi), suspension or restriction of the provision of Services may also apply to Services and SIM cards other than those in respect of which the problem occurred.

Restriction of Services is without prejudice to T-Mobile's right to the payment of the prices owed for the Services provided (including monthly fees). If you pay an extraordinary deposit, the provision of the suspended or restricted Services will be renewed without undue delay.

## 4. Price, deposits and payment terms

### 4.1. Prices, billing of Services

Prices for the Services provided are charged by T-Mobile in accordance with the Price List in force and you are obliged to pay them duly and on time.

T-Mobile will start charging prices for the Services on the date of activation of the selected Service(s) (in the case of start of the provision of mobile Services, on the date of activation of the SIM card). T-Mobile charges prices for third-party Services in accordance with the conditions defined for the respective third-party Services.

### 4.2. Statement of Services and payment thereof

After the completion of a billing period, T-Mobile will issue a Statement to you that meets the requirements for a tax document (the "Statement" or the "Invoice") and includes the prices of the Services provided as well as any other amounts to which T-Mobile is entitled (e.g., deposits or contractual penalties).

Unless you agree otherwise with T-Mobile, T-Mobile will issue the Statement in electronic form. The issuance of a printed Statement may be subject to a fee according to the Price List.

T-Mobile will deliver the Statement to you within fifteen (15) days after the end of the respective billing period. If it is clear from the date of sending the Statement that the Statement will be delivered to you during the last three (3) days of the period stated above, T-Mobile will extend the maturity period of such Statement accordingly.

You are obliged to pay the amounts billed to T-Mobile's bank account specified in the Statement no later than eighteen (18) days from the issuance of the Statement (unless another time limit is specified in the Statement). Statements are considered paid when the specified amount is credited to T-Mobile's bank account using

the variable symbol stated in the Statement. In the event that you fail to duly mark a payment with the variable symbol stated in the Statement, the respective amount is considered paid when you provide to T-Mobile data allowing the unambiguous identification of the payment. T-Mobile will notify you if you fail to pay any Statement duly and on time and will set an alternative time limit for the payment of the Statement; a text message or an e-mail is also considered to be verifiable notification of a failure to pay the amount due.

Statements of electronic communications services will not be issued for the period of suspension of the Services and restriction of the provision of Services along with a transfer to prepaid Services. If any of the provided Services cannot be billed in the Statement for the billing period during which the Service was provided, T-Mobile will bill it in the next possible Statement.

If you fail to receive the Statement after more than forty (40) days from the delivery of the last Statement or from the date of activation of the SIM card or a Service, you must notify T-Mobile's point of contact without delay. Failed delivery of a Statement does not affect your obligation to pay the prices of the provided Services duly and on time. At your request, T-Mobile will issue an itemised statement of the Services actually provided if T-Mobile is required to keep such records by law. The issuance of an itemised statement is subject to a fee.

#### 4.3. Set-off and the order of settlement of claims

T-Mobile will use the paid amount for the settlement of the oldest due obligation, using it first of all for the payment of costs associated with the collection of the claim and then for the payment of third-party Services, followed by the payment of the agreed instalments relating to purchased devices, then of contractual penalties, and subsequently for the settlement of the outstanding balance of your oldest due obligations to T-Mobile, using it, in all cases, first of all for the payment of the principal amount, unless you specify otherwise. T-Mobile may use any deposit paid by you, 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, T-Mobile will refund such financial amount to you by reducing the amount billed in the following Statement.

You may unilaterally offset, against the claims of T-Mobile, only those of your claims which have been acknowledged based on a final and conclusive decision.

T-Mobile may delegate authority to third parties for the collection of overdue claims and request the reimbursement of costs associated with the collection of any claim from you.

#### 4.4. Deposits

T-Mobile may require the payment of a deposit only in the event of a threatened financial risk or for another serious reason. In the event of a failure to pay the requested deposit, T-Mobile may refuse to enter into a Contract, withdraw from a Contract, refuse the implementation of a proposed alteration of a Contract or restrict or suspend the provision of the Services to you.

T-Mobile collects the following deposits: (i) for the Services, (ii) in the case of purchase in instalments, (iii) deposit for the minimum monthly payment, (iv) roaming deposit and (v) extraordinary deposit. T-Mobile may require the payment of an extraordinary deposit if any of the situations specified in Article 3.4.1. (i) to (vi) occurs; as a rule, the maximum amount of an extraordinary deposit is four times the amount usually billed in your Statement.

If you pay your Statements duly and on time and there is no threatened financial risk, T-Mobile will return the deposit for the Services or, as the case may be, the roaming deposit by reducing the amount due billed in the fourth or, as the case may be, the seventh Statement issued following the date of conclusion of the Contract. T-Mobile will return the deposit in the case of purchase in

instalments and the deposit for the minimum monthly payment if you pay your Statements duly and on time by reducing the amount due billed in the seventh Statement issued.

T-Mobile will return the extraordinary deposit without undue delay after you have paid all Statements which reflect the situations that constituted the reason for the extraordinary deposit by reducing the amount due billed in the immediately following Statement of Services.

Each deposit will be returned to you no later than three (3) months after the termination of your last Contract and settlement of all your obligations to T-Mobile.

#### 5. Network and coverage

T-Mobile undertakes to perform repairs, technical adjustments and maintenance of the network as quickly and effectively as possible and within the shortest possible time given the technical and procedural possibilities and the type of defect, adjustment or maintenance. The performance of these activities may exceptionally result in temporarily reduced availability of the Services, of which T-Mobile 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 approximately represented in graphic form on the map at [www.t-mobile.cz](http://www.t-mobile.cz), which is regularly updated. With respect to the nature of the radio-wave propagation as well as the limited possibilities of the graphical representation on the map, T-Mobile does not guarantee that you will always attain the network connection in the areas graphically represented on the map as covered by the signal. Lack of signal coverage in certain parts of the Czech Republic does not constitute faulty performance by T-Mobile 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

T-Mobile may change the settings of your SIM card, security elements (in particular your password or security codes), e-mail address and other settings of the Services also without your consent if such a measure is for your benefit or is necessary for the proper provision of the Services (e.g., if this 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 or 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 have been lost, stolen or misused, notify T-Mobile immediately via the Customer Centre, which will take measures to prevent the misuse of the SIM card or security elements or the Service(s) within two (2) hours after it receives your notification. If T-Mobile fails to take measures as per the preceding sentence within the two-hour time limit, it is liable for the damage incurred by you as a result of T-Mobile's failure to fulfil such obligation. However, you are liable for any other damage incurred 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 T-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 misuse of the Services in the event that you did not use the possibility of protecting them. T-Mobile 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 T-Mobile or due to the fact that the quality level of the Service was not met, T-Mobile is obliged to proportionately 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, T-Mobile 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 T-Mobile's obligations may amount to a maximum of CZK 120,000. T-Mobile will satisfy the right to damages by reducing the amount due billed in subsequent Statements. T-Mobile will satisfy the right to damages in another manner only based on your written request.

## 7. Complaints

You may file a complaint with regard to any Statement issued or Service provided within two (2) months following the delivery of the Statement or the provision of the Service; complaints must be submitted in writing to the Customer Centre, by e-mail to [info@t-mobile.cz](mailto:info@t-mobile.cz) or in person at any T-Mobile shop. After the expiry of this time limit, your right to file a complaint with regard to any Statement issued or Service ceases to exist. Even if you file a complaint, you are required to pay the issued Statement (which is the subject of a complaint).

T-Mobile will handle any complaints without undue delay; in any event, 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) months after the complaint has been handled.

## 8. Contractual penalties

8.1. In the event that you delay the payment of a Statement for one (1) day, T-Mobile may charge you a contractual penalty of CZK 1. If you delay the payment of a Statement for twenty-one (21) days, T-Mobile may charge you a contractual penalty of CZK 1,

8.2. In the event that you fail to pay three consecutive Statements duly and on time or if you delay the payment of any of your financial obligations to T-Mobile for more than ninety (90) days, you are obliged to pay a contractual penalty in the amount of the total sum of half of all monthly fees that remain to be paid until the end of the agreed term of the Contract. The total sum will be calculated for the period from the start of suspension of Services during which the entitlement to a contractual penalty arises until the end of the agreed term of your Contract. The contractual penalty will be calculated according to the basic monthly fee (excl. VAT) specified in the Price List for the tariff plan which you use under the Contract. The entitlement to such contractual penalty does not arise in the case of contracts concluded for an indefinite term.

8.3. In the event that the Contract is terminated before the expiry of the agreed fixed term due to a breach of obligations other than as per Article 3.4.1. (i) and (ii) or due to number porting, you are obliged to pay to T-Mobile financial compensation for the costs incurred in relation to entering into the Contract. Such compensation will be calculated as the total sum of half of all monthly fees payable for the period from the date of termination of the Contract until the end of the agreed term of the Contract. The compensation will be calculated according to the basic amount of the monthly fee (incl. VAT) billed in the most recent Statement as specified in the Price List.

8.4. If you breach the prohibition to route traffic to the T-Mobile network, T-Mobile will regard this as a material breach of the Contract and you will be obliged to pay to T-Mobile a contractual penalty of CZK 10, for each individual breach of such prohibition (in the fixed-line network) or for each of your SIM cards that is active on the date on which such traffic routing is ascertained for the first time (in the mobile network).

8.5. Contractual penalties are charged exclusive of VAT. Contractual penalties may be claimed concurrently. Payment of the contractual penalties does not relieve you from the obligation to pay other amounts due. The right of T-Mobile to claim damages is not affected by the payment of the contractual penalties.

## 9. Information and communication between the parties

### 9.1. Points of contact

For communication with T-Mobile, please use the "My T-Mobile" section at [www.t-mobile.cz](http://www.t-mobile.cz), contact the Customer Centre at +420 603 603 603 (4603 from T-Mobile numbers), visit any T-Mobile shop, write to the e-mail address [info@t-mobile.cz](mailto:info@t-mobile.cz) or contact T-Mobile in another manner according to the current conditions. Please send any written communication to the Customer Centre Prague, Tomíčková 2144/1, 149 00 Prague 4.

Unless defined otherwise, you may submit proposals, comments and applications, request the change of the telephone number (subject to a fee), notify 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 contracts, SIM card replacement, etc.) and customer support services or perform any other acts related to the Contract and Services via any point of contact.

### 9.2. Communication

You may select a password for communication with T-Mobile which will allow you to obtain information on your Services, amounts due, individual connections, etc. and to change the settings of certain Services. If you do not select a password, T-Mobile will set it for you and will inform you of the password. If you lose or forget your password, T-Mobile may use an alternative manner for your authorisation (e.g., by enquiring about your personal data). T-Mobile may require authorisation based on a password or proof of identity to perform certain acts and it may refuse to perform an act in the event of improper authorisation. T-Mobile may also refuse to perform a requested act in the event of legitimate suspicion of misuse of identification means.

T-Mobile may contact you via a postal services provider ("post"), by fax, e-mail, phone, SMS or MMS. Legal acts of T-Mobile performed via fax, e-mail, SMS, MMS, message delivered to the My T-Mobile box and a data box are also deemed written legal acts of T-Mobile. Documents signed by you or electronic documents bearing your guaranteed electronic signature are deemed as your written acts. T-Mobile will contact you in writing primarily at the mailing address stated in the Contract. However, if necessary, T-Mobile may send correspondence also to another address of which it is aware, including your e-mail address.

Correspondence sent by T-Mobile 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 of the deposition of such document, or on the date on which the written document is returned to T-Mobile, whichever occurs first. Delivery is also effective if you do not reside at the address.

Correspondence sent by T-Mobile by fax, e-mail, SMS or MMS is deemed delivered no later than on the day following the day on

which it was 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, you are obliged to inform T-Mobile of this fact in advance and agree on an alternative method of communication with T-Mobile; otherwise T-Mobile will bear no liability for any damage which may occur as a result.

### 9.3. Alterations of Services and amendments of the General Terms and Conditions

T-Mobile undertakes to publish general information on any alteration or discontinuation of Services particularly via the T-Mobile website, notifications, press releases and information materials.

T-Mobile may alter the Services or discontinue the provision of Services due to inflation, introduction of new Services, change of the conditions on the electronic communications market, network quality improvement and development of new technologies.

### 10. Final provisions

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 concluded pursuant to the Commercial Code, as amended.

Any disputes between you and T-Mobile will be decided by a court; certain cases also fall within the competence of the Czech Telecommunications Office. It is not possible to resolve a dispute concerning the Contract in a manner other than through judicial or administrative proceedings.

These General Terms and Conditions come into force and effect on 1 September 2013 and fully supersede the preceding General Terms and Conditions.

## Contents of the General Terms and Conditions

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  - 2.4. Term of the Contract
  - 2.5. Alteration of the Contract
  - 2.6. Termination of the Contract
    - 2.6.1. [Termination by T-Mobile](#)
    - 2.6.2. [Termination by you](#)
    - 2.6.3. [Number porting](#)
    - 2.6.4. [Joint provisions](#)
3. **Services**
  - 3.1. Opening provision
  - 3.2. Certain types of Services
    - 3.2.1. [Basic Services](#)
    - 3.2.2. [Other Services and additional Services](#)
    - 3.2.3. [Third-party services](#)
    - 3.2.4. [Payment Services](#)
  - 3.3. Prepaid Service
  - 3.4. Restriction and suspension of the provision of Services
    - 3.4.1. [Reasons](#)
    - 3.4.2. [Joint provisions](#)
4. **Price, deposits and payment terms**
  - 4.1. Prices, billing of Services
  - 4.2. Statement of Services and payment thereof
  - 4.3. Set-off and the order of settlement of claims
  - 4.4. Deposits
5. **Network and coverage**
6. **Liability and measures to prevent misuse of Services**
  - 6.1. Measures to prevent misuse of Services
  - 6.2. Liability for damage
7. **Complaints**
8. **Contractual penalties**
9. **Information and communication between the parties**
  - 9.1. Points of contact
  - 9.2. Communication
  - 9.3. Alterations of Services and amendments of the General Terms and Conditions
10. **Final provisions**