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|  |  | **SUBSCRIBER CONTRACT** | | |
|  |  | Customer Centre  800 73 73 73, info@t-mobile.cz  [www.t-mobile.cz/kontakt](http://www.t-mobile.cz/kontakt) |  | CUSTOMER CONTRACT  SUBSCRIBER CONTRACT  PHONE NUMBER |
| OPERATOR |  | T-Mobile Czech Republic a.s.  Tomíčkova 2144/1, 148 00 Prague 4  Company reg. no. 649 49 681, 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 |  | Name, surname, title  Street  Postal code, city  Birth id. no./date of birth  1st document – number, validity  2nd document – number, validity |  | Representative  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.

Precontractual information regarding the individual Services is available at www.t-mobile.cz/ke-stazeni; if you have a statutory right to such information, it is important that you download it for documentation purposes, for future reference, and reproduction in an unaltered form. Precontractual information consists of the Terms and Conditions of the individual Services and the Summary of the Contract (hereinafter jointly referred to as “Precontractual Information”).

The Operator and the Customer have agreed that the Subscriber Contract is concluded for a fixed term of 24 months.

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

On the Service Activation Date, the Contract becomes effective and the agreed term starts to run. However, if the law requires the fulfilment of another condition for the Contract to become effective, the Contract becomes effective on the date on which the Service is active and the condition required by law has been fulfilled; e.g., if the Operator sends the Summary after the Contract is made, then provided that you concluded the Contract as a consumer, the first use of the agreed Service after the sending of the Summary is deemed as confirmation of consent.

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

* + Precontractual information if you have a statutory right to such information
  + 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. Operator informed that the Subscriber will find the Subscriber's Verification Code in My Contract in My T-Mobile.

The Operator will charge the prices of the Services provided to the Customer in accordance with the Price List of Services in force, and the Customer is obliged to pay the Statements of Services in a due and timely manner. The Operator points out to the Customer that if the Customer fails to pay a Statement of Services in a due and timely manner, the Operator may claim the costs of collection from the Customer. **The Customer and the Operator have further agreed on a contractual penalty pursuant to** **Article 6.1 of the General Terms and Conditions**.

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.

**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**.

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DIRECT MARKETING

**Data processing for direct marketing purposes based on a legitimate interest of T-Mobile:**

Based on direct marketing, we can send you, as our customer, offers of our products and services. We simply want to inform you about what´s new and about any interesting services in the pipeline. If you are interested in receiving such news from us, you can also choose the form in which you want to receive this information. It's up to you if you want us to call, send you an e-mail or an SMS.

SMS/MMS/smart message

E-MAIL   
VOICE CALLS

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.

CONTRACTUAL STIPULATIONS RELATING TO THE PURCHASE CONTRACT

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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 Customer and the Operator enter into a contract of purchase of terminal device/s IMEI      , type[[1]](#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:

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[[2]](#endnote-2)      , to the Customer. The discount shall be conditioned on adherence to the agreed term of this Customer Agreement (i.e. the term of the Subscriber Contract should continue until the date on which the agreed fixed term of the Subscriber Contract expires;   
hereinafter also referred to as the “Fixed Term Expiry Date”) and, furthermore, also on the use of Services with   
a plan with a minimum flat monthly rate in the amount of the basic price-list price of the plan flat rate specified below (hereinafter referred to as “Conditional Discount”). Should the term of the Subscriber Contract will not continue until the Fixed Term Expiry Date (due to its premature termination by the Prospective Customer or by the Operator) or should insolvency proceedings be lodged against the Prospective Customer pursuant to Act No. 182/2006 Coll., or the Prospective Customer starts using the advantages arising from the Important Customer Agreement or the General Agreement, or the Prospective Customer changes its plan to a plan with a flat monthly rate lower than the basic price-list price specified below, the Prospective Customer shall return the Conditional Discount to the Operator in a proportionate amount, calculated using the following formula: (the amount of the Conditional Discount/731) \* the difference between the number of days elapsed between the Fixed Term Expiry Date and the actual termination date of the Subscriber Contract. The Operator will issue a debit note to the Customer in respect of the proportionate amount of the Conditional Discount, which is payable within fourteen (14) days from the issue date.

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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 |
| Minimal monthly pay of tariff 1 | CZK |

The Interested Party has the right to withdraw from the Subscription Contract/ if it is in the position of a consumer or a natural person undertaking a business, and to do so within a time limit of 14 days following the day after the date of delivery of information regarding the conclusion of the Subscription Contract to the T-Box. Withdrawal is possible at the address of the sales representative stated in this form (address of the sales point). If the address of the sales point is not stated, withdrawal is possible at any T-Mobile sales outlet or at the following address: PJ Expedis, spol. s r.o., Logistické centrum T-Mobile (P3 Hala I), Vlastibořská 2789/2, 193 00 Praha 9, or at the address of the registered office of the company T-Mobile Czech Republic a.s., Tomíčkova 2144/1, 148 00 Praha 4. The Interested Party hereby explicitly asks the Operator to start performing their obligations before the end of the specified withdrawal period.

FINAL PROVISIONS

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.

SIGNATURES

Date

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| CUSTOMER |  |  | OPERATOR/BUSINESS AGENT |

1 Minimal monthly pay of tariff is calculated from the full pricelist prices of voice + data parts of tariffs specified in the valid Price List of Services

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|  |  | **SERVICE SET-UP** | | |
|  |  | Customer Centre  800 73 73 73  [www.t-mobile.cz/kontakt](http://www.t-mobile.cz/kontakt) |  | Phone number  SIM card number  SIM card type |
| TARIFF PLAN |  | Tariff plan  Your choice |  | Roaming tariff plan  T-Mobile Roaming Start |

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| SERVICES AND OTHER SETTINGS |  | Mobile Internet  Shared Internet  Student  User younger than 18[[3]](#endnote-3)  User´s birth id. no. |  | Data roaming limit[[4]](#endnote-4)  Blocking Audiotex and premium SMS  Blocking DMS and SMS payment  Blocking M-payment  Basic offer of services It is not possible to use roaming and other services[[5]](#endnote-5) |
| 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  Other deposits CZK |
| MAILING ADDRESS |  | Name and surname  Street  Postal code, city |  |  |
| CONTACT DETAILS OF THE PERSON RESPONSIBLE |  | Person resp. – full name  Contact phone number  Contact e-mail address |  |  |
| CONSENT TO PERSONAL DATA PROCESSING |  | I Consent to the processing of operational and location data for T-Mobile marketing purposes.  We will let you know the moment we have something that specially fits your preferences. Based on this consent, we will be able to offer you a product or service according to your needs and requirements. These are, for example, offers of bonus credit or discounted calls and internet browsing, depending on how and where you use the services. This is always only with respect to our service portfolio.  I consent to third-party marketing.  If you wish to receive offers not only from us, but also those from our partners, then based on this consent, we will let you know as soon as something comes up that might be useful to you. |  | I agree to the processing of operational and location data for marketing purposes of third parties. The offer products and services of our business partners according to how and where you use ours, in order to tailor the offer. Your personal data remains with us, we do not pass it on is a business partner whose offer we mediate to you.  **Information: You can request Data processing for the above purposes to be terminated at any** time (you can object to processing based on legitimate interest). **T-Mobile will comply with such a request without unnecessary delay**. **For additional information on the processing of your Data and your rights, please visit 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.** |
| NOTE |  |  | | |

1. Please specify exactly the exact model name of the device that is purchased in instalments. [↑](#endnote-ref-1)
2. Please specify the exact model name of the device that is purchased with a Conditional Discount. [↑](#endnote-ref-2)
3. 3 To be filled in only in the case of the Student add-on. [↑](#endnote-ref-3)
4. 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-4)
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-5)