|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | SUBSCRIBER CONTRACT *CHYTRÉ AUTO* (“SMART CAR”)  FOR INDIVIDUALS – ENTREPRENEURS | | |
|  |  | **Customer Centre - Business**  800 73 73 33, business@t-mobile.cz  [www.t-mobile.cz](http://www.t-mobile.cz) |  | FRAME CONTRACT\* |
| **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  Business agent, code, address  Agent, code  Vendor, code |
| **CUSTOMER** |  | **Individual - entrepreneur**  Business name  First name(s), surname  Place  Street  Conscription no. / Orientation no.       /  City  Postal code  Company reg. number  Tax reg. number  Date of birth  1st document – number – validity |  | **Delivery address**  Business name  First name(s), surname  Street  Conscription no. / Orientation no.       /  City  Postal code  Contact phone number  E-mail  Delivery method  courier service  COD, Czech Post |

CONTRACTUAL STIPULATIONS

The Operator and the Customer hereby enter into Subscriber Contracts the number of which corresponds to the number of the phone numbers listed in Annex 1 and on the basis of which the Operator will provide to the Customer Basic Services and additional electronic communications Services as well as related services (jointly the “Services”) in the scope on which the Parties will agree. The Customer agrees to pay the agreed price for these 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 entered into **for a fixed term of 24 months**, using the *Chytré auto* (“Smart Car”) tariff plan.

The Operator and the Customer have agreed that the Subscriber Contract is entered into **for an indefinite term**, using the *Chytré auto* (“Smart Car”) tariff plan without fixed-term commitment.

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 all Subscriber Contracts** (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 and in Annex 1;
  + General Terms and Conditions of T-Mobile Czech Republic a.s. in force (the “General Terms and Conditions”);
  + Terms and Conditions for Processing of Subscribers' 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.

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 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 any of the Subscriber Contracts is **terminated prior to the expiry of the agreed fixed term** for a reason other than a delay in the payment of pecuniary debts, the Customer is obliged to pay to the Operator 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.**

----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CONSENT TO PERSONAL DATA PROCESSING/ 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

**Consent to personal data processing for all the services listed below:**

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.

**Advice: You may ask for termination of Data processing for the purposes specified above at any time (you can object to processing based on legitimate interest). T-Mobile will comply with the request without undue delay. More information about the processing of your data and about your rights can be found in the Personal Data Processing Policy (in Czech “*Zásady zpracování osobních údajů*”) available at** [**www.t-mobile.cz**](http://www.t-mobile.cz) **under “Privacy” (in Czech “*Ochrana osobních údajů*”). You may exercise your rights and modify your consents easily on the My T-Mobile portal.**

----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

FINAL PROVISIONS

The Operator and the Customer have agreed that the Subscriber Contracts listed in Annex 1 will be treated separately. These Subscriber Contracts are independent of each other and constitute separate contractual arrangements. Termination of one Subscriber Contract does not affect the validity and effectiveness of the other Subscriber Contracts.

The Customer and the Operator have agreed that the Operator will send information about the entry into and any alterations of any 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**”).

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.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SIGNATURES** |  | On         |  | | --- | | CUSTOMER | |  | |  | | --- | | OPERATOR/BUSINESS AGENT | |

**Annex 1** **List of Subscriber Contracts**

In the event of a larger number of SIM cards, please complete another form(s). When completing the table, please follow the instructions below. Page no.      /

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Serial number** | **Phone number** 1) **\* (mandatory in the case of number porting)** | **Type of order** 2) **\*** | **Smart Car Device (*Zařízení* pro *Chytré auto)*** 3) | **Tariff plan** 4) **\*** | **Full price** | **Billing Group** 5) **\*** | **Details regarding the Billing Group** 6) **\*** | **Type of Statement of Services** 7) | **Bank account number** (payment by direct debit from a bank account) | **Payment method** 8) | **Application of a HW budget** | **Instalments** | **Password for blocking** (four-digit number) 9) | **Password of person responsible** | **Data roaming add-on** 10) | **Data Roaming Limit** 11) | **Data tariff-plan add-on** 12) | **Itemised Statement of Services** 13) | **Consent to m-payment**14) | **Notes** 15) |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
|  | Instructions for Completing the Form |

1. Select a number from the allocated sequence of numbers or, in the event of migration from Twist or porting a number from another mobile operator, fill in the existing phone number.
2. **A** (activation of a new phone number), **M** (migration – switching from a prepaid card to a post-paid tariff plan), **P** (number porting from another operator).
3. The order will include a Smart Car Device (*Zařízení pro Chytré auto*) **Yes**, The order will not include a Smart Car Device (*Zařízení pro Chytré auto*) **No.** The device cannot be ordered separately.
4. **The *Chytré auto* (“Smart Car”) tariff plan** – Subscriber Contract for a fixed term of 24 months, **The *Chytré auto bez závazku* (“Smart Car without Commitment”) tariff plan** – Subscriber Contract for an indefinite term, **The *Chytré auto WiFi standard* (“Standard Wi-Fi Smart Car”) tariff plan** – Subscriber Contract for a fixed term of 24 months, **The *Chytré auto WiFi standard bez závazku*** **(“Standard Wi-Fi Smart Car without Commitment”) tariff plan** – Subscriber Contract for an indefinite term, **The *Chytré auto WiFi premium* (“Premium Wi-Fi Smart Car”) tariff plan** – Subscriber Contract for a fixed term of 24 months, **The *Chytré auto WiFi premium bez závazku*** **(“Premium Wi-Fi Smart Car without Commitment”) tariff plan** – Subscriber Contract for an indefinite term.
5. Existing/current billing group – **S**, new billing group – **N**. The “existing billing group” option can only be selected with the *Chytré auto* (“Smart Car”) or *EET* (“Electronic Sales Register”) product.
6. If you wish to assign the SIM card to an existing Statement of Services, fill in the number or name of the existing Statement of Services selected.  
   If you wish to create a new Statement of Services, fill in first name(s), surname and billing address (street, street no., city, postal code) of the new Statement of Services. If you wish to fill in a new Statement of Services which you have already defined several lines above of this order, fill in „see line XY“.
7. Fill in: **P** (paper), **E** (electronic). If you leave the field empty, paper Statements of Services will be set up by default. In the case of electronic Statements of Services, please specify the contact e-mail address in the Notes field.
8. The payment method is to be only filled in for a new Statement of Services. Types: **PP** (postal order), **BÚ** (bank account transfer), **I** (direct debit from a bank account)
9. 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.
10. Data roaming add-ons: **IvZ na den -** *Internet v zahraničí na den* (“Internet Abroad for One Day”)**, IvZ 30denní -** *Internet v zahraničí 30denní* (“Internet Abroad for 30 Days”). Certain roaming add-ons exclude the activation of another data roaming add-on; for more information, please contact the Customer Centre. **The data allowance within the *Chytré auto* (“Smart Car”)/ *Chytré auto bez závazku* (“Smart Car without Commitment”) tariff plan is valid within the EU.**
11. 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 not be activated). If you leave the field empty, the limit of 1,198.35 will be activated by default. The limits are stated in CZK exclusive of VAT. The monthly limit for keeping control over the volume of data used while roaming to be billed by the operator. After the limit is reached, data transmissions while roaming are blocked.
12. Data tariff-plan add-on: **MI 150 MB** (*Mobilní internet 150 MB* – “150 MB Mobile Internet”), **MI 400 MB** (*Mobilní internet 400 MB* – “400 MB Mobile Internet”), **MI 1,5 GB** (*Mobilní internet 1,5 GB* – “1.5 GB Mobile Internet”), **MI 3 GB** (Mobilní internet 3 GB – “3 GB Mobile Internet”), **MI 10 GB** (Mobilní internet 10 GB – “10 GB Mobile Internet”), **MI 30 GB** (Mobilní internet 30 GB – “30 GB Mobile Internet”). Any of the *Internet v mobilu* (“Mobile Internet”) add-ons are agreed for an indefinite term by default. If activation for a fixed term is requested, please specify the request in the Notes field.
13. Type of Itemised Statements of Services: **E** (electronic Itemised Statements of Services), **T** (printed Itemised Statements of Services), **ET** (electronic and printed Itemised Statements of Services). If you leave the field empty, no Itemised Statements of Services will be set up.
14. *m-Platba* (“m-payment” – payments via mobile phones). Cross off  for the option of using the service; leave the field empty  for blocking the service.
15. You can specify additional requirements in the Notes field, such as tariff-plan add-ons.