

**GENERAL CONDITIONS FOR PROVISION OF PUBLICLY ACCESSIBLE
ELECTRONIC COMMUNICATION SERVICES
VIA PUBLIC PAY TELEPHONES
of company Telefónica O2 Czech Republic, a.s.**

(referred to hereinafter as the "General Conditions")
issued in compliance with the provision of section 63 of Act No 127/2005 Coll., concerning electronic communications and the amendment of certain associated acts (electronic communications act), as amended (referred to hereinafter as "ECA")

Ref. No: 169991/2009-SPDU-PD
Effective from 8. 5. 2009

1. Subject of General Conditions

- 1.1 These General Conditions regulate the conditions for the provision of publicly accessible electronic communication services according to the relevant internationally acknowledged standards on the territory of the Czech Republic via public pay telephones (referred to hereinafter as the "Service") of the company Telefónica O2 Czech Republic, a.s., having its registered office at the address Prague 4, Michle, Za Brumlovkou 266/2, postcode 140 22, entered in the Companies Register kept by the Municipal Court in Prague, section B, volume 2322, business ID No 601 93 336, tax ID No CZ60193336 (referred to hereinafter as "O2"), on the basis of a contract for the provision of publicly accessible electronic communication service via public pay telephones (referred to hereinafter as the "Contract").
- 1.2 Subscriber means a natural or legal person who has concluded a Contract with O2 (referred to hereinafter as the "Subscriber") User means a person who uses the O2 service (referred to hereinafter as the "User").
- 1.3 Public pay telephone means telecommunications terminal equipment of O2 which is a publicly accessible telephone for the use of which coins, payment cards or prepaid cards, including cards with dialling codes, may be used in particular. This telecommunications terminal equipment may also be equipped for the provision of further services. A public pay telephone has the character of publicly beneficial equipment.
- 1.4 These General Conditions apply exclusively to Services provided via public pay telephones. Depending on circumstances, the relevant provisions of these General Conditions also apply *mutatis mutandis* to electronic communication services provided via other telephone connections (termination points) established for public use, i.e., also public telephone booths (referred to hereinafter as "PTB" and public telephone stations (referred to hereinafter as "PTS"). In such a case the rights and duties of a Subscriber in terms of O2 according to these General Conditions will correspond to the rights and duties of a User in terms of the Administrator of a PTB or PTS.

2. Conclusion of Contract

- 2.1 Depending on the type of concrete public pay telephone, a Contract is concluded:
 - a) by inserting coins in the value and amount designated by O2, or
 - b) inserting a valid telephone card (or similar resource) in the designated place of a public pay telephone, or
 - c) inputting the correct code of a valid prepaid card intended for calling from a public pay telephone in the designated manner and then dialling the selected telephone number.

- 2.2 By inserting coins, the Subscriber gains from O2 credit for the use of the Services in a value corresponding to the amount inserted. After the using up of the credit O2 is entitled to terminate the call of the Subscriber. When utilising Services via the insertion of a payment card, after the expiry of the designated time interval a designated unit or value of credit will be deducted, and the Subscriber will be informed regularly of the state of credit or balance of units on the display of the public pay telephone.
- 2.3 The Contract is concluded for a fixed period, this being up to the moment of the termination of the call or termination of last call, depending on which moment occurs first.
- 2.4 Any unconsumed credit is forfeit, and O2 does not return it, with the exception of those selected public pay telephones on which O2 has specifically stated that they allow the changing of coins.

3. Duties of O2

- 3.1 O2 undertakes in particular:
- a) to allow the provision of Services non-stop and to maintain its Network in such a technical and operational state as ensures the usual quality designated by the relevant legal regulations and standards,
 - b) to eliminate faults arising in the Networks or on the equipment of O2 as soon as possible, and this means at the latest within five calendar days in cases where it is technically possible. O2 will proceed in the same manner even when the fault is caused as a result of circumstances precluding liability in the sense of the Commercial Code (force majeure).
 - c) to allow the Subscriber the submission of a complaint and free reporting of faults of the provided Services.

4. Duties of Subscriber

- 4.1 The Subscriber undertakes in particular:
- a) not to perform changes to the equipment of the Network, including public pay telephone, nor in any way tamper with this equipment,
 - b) to pay the price for the provided Services in compliance with these General Conditions and the valid Pricelist pursuant to paragraph 6.1.

5. Authorisations of Subscriber

- 5.1 The Subscriber is authorised to utilise the Services which O2 offers via public pay telephones. The specific offer is marked (usually by pictograms) on the specific public pay telephone, and depending on circumstances it will in particular involve:
- local calls
 - long-distance calls
 - international calls
 - calls to the networks of other operators
 - sending of SMS or e-mail
 - operator and other information services provided after dialling a number.
- 5.2 The Subscriber also has the possibility of using a public pay telephone to take incoming calls; the telephone number of a specific public pay telephone is as a rule shown visibly directly on the public pay telephone or in its immediate proximity.

6. Price conditions

- 6.1 The prices for Services are designated in compliance with the ECA and valid price decisions of the Czech Telecommunication Office (referred to hereinafter as the "CTO") and are given in the Pricelist displayed in the public pay telephone. The Pricelist is also available for inspection at the contact places of O2 and is available on the internet pages of O2.
- 6.2 Services will always be provided to a Subscriber after the payment of the price for credit in one of the manners according to paragraph 2.1.

7. Complaints

- 7.1 In the case of the incorrect functioning of a public pay telephone, a subscriber has a right to assert a complaint.
- 7.2 A Subscriber is authorised to assert a Complaint against a provided Service at O2 without undue delay, at the latest within two months from the date of the faulty provision of the Service.
- 7.3 O2 is obliged to deal with a complaint without undue delay, at the latest within one month from the date of the delivery of the complaint. If the resolution of a complaint requires discussion with a foreign operator, O2 is obliged to deal with the complaint at the latest within two months of the date of its delivery.
- 7.4 The detailed rights and duties during the assertion and settlement of Complaints are governed by the valid complaint rules of O2 (referred to hereinafter as "Complaint Rules"). A complaint submitted in conflict with the Complaint Rules will be disregarded.

8. Restriction or interruption of provision of Services

- 8.1 O2 is authorised for the period absolutely necessary to restrict or interrupt the provision of services, and this shall be:
- a) for serious technical or operational reasons, in particular if there is a danger of a serious reduction in security and integrity of the Network as a result of damage or destruction of electronic communication equipment,
 - b) in the case of crisis situations, in particular in the case of a state defence emergency, natural disasters, threat to security of the state, epidemic,
 - c) in the event that O2 will be obliged to perform such a restriction or interruption pursuant to a valid legal regulation or decision of state body of the Czech Republic.
- 8.2 With the aim of securing the availability of services for the public, O2 is authorised to restrict the length of a call or connection from a specific public pay telephone to ten minutes. Before the termination of a connection as a result of an exceeding of the limit, O2 will warn the Subscriber with an audio signal.
- 8.3 For technical reasons O2 reserves the right to restrict the types of coins accepted and number of coins of each type accepted at the same time.

9. Liability for damage and compensation for damage

- 9.1 O2 is not obliged to pay the Subscriber or User compensation for damage, neither true damages nor lost profit, resulting from.
- a) restriction, interruption, non-provision or faulty provision of Service,
 - b) exceeding the capacity limit, faults, repairs or maintenance of the Network or parts thereof or nature of used technology,
- 9.2 The Subscriber is responsible for damage incurred by O2 as a result of:
- a) breach of provisions of the Contract, General Conditions or duties designated in the Pricelist or Complaint Rules or breach of valid legal regulation by the Subscriber and also User (third party), unless the Subscriber proves otherwise,
 - b) use of telecommunications terminal equipment or other equipment which interferes with the operation of the Network, unauthorised tampering with the Network, termination point of the Network, telecommunications terminal equipment or equipment of public pay telephone,

- c) damage to the Network or equipment, including damage arising in such contexts to third parties.

9.3 O2 is not responsible for the content of the transmitted messages.

10. Law and court jurisdiction

10.1 The contract and all obligation relations arising on the basis of the Contract and General Conditions are governed by the legal system of the Czech Republic.

10.2 The CTO has the right to adjudicate in disputes between O2 and a Subscriber or User arising from the obligation relations regulated by these General Conditions or on their basis. Courts have the right to rule in cases and under conditions designated by law. The court authorised for court proceedings conducted against a foreign person is always the court of the Czech Republic locally competent according to the registered office of O2. The preceding sentence applies *mutatis mutandis* for the rights and competencies of the CTO in administrative proceedings.

11. Joint and concluding provisions

11.1 Provisions of the General Conditions shall also apply after the termination of the Contract if the nature of these conditions so implies, and this shall be until the full resolution of all rights and claims arising from the Contract.

11.2 O2 is authorised to amend, augment or cancel the General Conditions, Pricelist and Complaint Rules during a change of technical, operational, business or organisational conditions on the part of O2 or on the market for the provision of electronic communication services or as a result of a change of generally binding legal regulations. O2 is obliged to give information about such changes in an appropriate manner before such changes become effective. Publication of the changes at the contact places of O2 and internet pages of O2 is considered an appropriate manner.

11.3 The General Conditions, Pricelist, Complaint Rules and any other documents which constitute annexes and parts of these documents constitute an integral part of the Contract. These documents and any changes thereto are available at the contact places of O2 and on the internet pages of O2. A Subscriber may also gain information on the free telephone line 800 02 02 02. These General Conditions can be given to the Subscriber free of charge upon demand.

11.4 In the event of a contraction between the General Conditions, Complaint Rules and Pricelist, the following order of liability shall apply:

- a) Pricelist
- b) Complaint Rules
- c) General Conditions

11.5 The Czech text of the General Conditions is binding. Any translations to other languages are of a merely informative nature.

11.6 These General Conditions become effective on the date 8.5. 2009.

Salvador Anglada, signed in person
CEO:
Telefónica O2 Czech Republic, a.s.