



**OPERATING CONDITIONS FOR PROVISION OF SERVICE O2 INTERNET  
CONNECTION  
of the company Telefónica Czech Republic, a.s.**

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## 1. Introductory provisions

- 1.1. The operating conditions for the provision of the service O<sub>2</sub> Internet Connection (referred to hereinafter as "Operating Conditions") constitute a part of the General Conditions for the Provision of Publicly Available Electronic Communication Services of the Company Telefónica Czech Republic, a.s. issued by the company Telefónica Czech Republic, a.s. in the valid wording (referred to hereinafter as the "General Conditions").
- 1.2. The Operating Conditions designate the detailed conditions for the provision of a set of publicly accessible electronic communication services and associated Additional Services included in the service O<sub>2</sub> Internet Connection (referred to hereinafter as the "Service", unless the need for a more detailed specification arises from the concrete case). The Operating Conditions are binding for the company Telefónica Czech Republic, a.s., as its provider (referred to hereinafter as "O<sub>2</sub>") and all its Subscribers.
- 1.3. The prices for the Service are given in the Electronic Communications – O<sub>2</sub> Internet Connection Pricelist (referred to hereinafter as the "Pricelist of Service") and prices for Additional Services are given in the Pricelist of Additional Services - Internet Services, which are available on the internet pages of O<sub>2</sub> <http://www.o2.cz> (referred to hereinafter as "Internet Pages") and available for inspection at the Contact Places.

## 2. Explanation of terms used

- 2.1. **Application "My Account"** – self-service portal of O<sub>2</sub> accessible on the internet pages <http://www.mojekonto.cz>. For access verification is necessary using a login name and password, which the Subscriber receives with the Notification Message.
- 2.2. **Data** – Any combination of basic units of information which have the form of codes, symbols, pictures, sounds and their files or combinations, which can be recorded by information technology resources and which can be transferred over networks.
- 2.3. **Digital line** – includes the type of connection Digital Line ISDN2U type A and Digital Line ISDN2S/T type A for a public fixed network (referred to hereinafter as "Fixed Network") which allows access to the Service at the End Point on a digital subscriber interface. The end point is the reference point U or S/T. The specification of the interface in the reference point U and S/T is based on the technical report ETSI ETR 080.
- 2.4. **DSLAM** – access concentrator connected to the local O<sub>2</sub> telephone exchange or its detached part.
- 2.5. **Additional Services** – applications and products which cannot be used separately but only in addition to the Service pursuant to the conditions currently published on the Internet pages. The use of Additional Services may be conditional on the use of the corresponding Customer Premises Telecommunication Equipment.
- 2.6. **End point of network** (referred to hereinafter as "End Point") - physical connection point in which the Subscriber is provided access to the Fixed Network and in which the Service is provided to the Subscriber; in the case of routing, this point is designated by a specific network address which may be associated with the number or name of the Subscriber.
- 2.7. **Customer Premises Telecommunication Equipment** – assigned resource connected to the Fixed Network and approved by O<sub>2</sub> allowing or supporting the provision of the Service via this network. A detailed technical specification and list of recommended items of customer premises telecommunication equipment for the Service is given on the Internet Pages. In the case of the Service this consists primarily of a splitter, modem and/or router.
- 2.8. **O<sub>2</sub> eShop** – self-service portal of O<sub>2</sub> accessible on the internet pages <http://www.o2shop.cz>.



- 2.9. **Connecting Wiring** – wiring from the local O<sub>2</sub> telephone exchange or its detached part to the End Point.
- 2.10. **Connection to Fixed Network** – establishment and operational launch of Connecting Wiring and End Point allowing access to the Service pursuant to the designated conditions.
- 2.11. **Connection** – type of connection to the Fixed Network allowing access to the Service at the End Point on an analogue subscriber interface.
- 2.12. **Access to Fixed Network** – operation of End Point, i.e., possibility of Subscriber to implement access to the Service.
- 2.13. **Self-Installation Package** – package sent to O<sub>2</sub> Subscriber containing the Customer Premises Telecommunication Equipment ordered by the Subscriber and other necessary components by which the Subscriber connects to the Fixed Network in order to use the Service, including instructions and essential documentation for installation of the Customer Premises Telecommunication Equipment by the Subscriber.
- 2.14. **xDSL** – DSL (digital subscriber line) is a technology which uses the Fixed Network for high-speed data transfer. It is, for example, ADSL and VDSL.
- 2.15. **Subscriber** – every natural or legal person who has concluded a Service Provision Agreement with O<sub>2</sub>; the term also includes the Proposer (applicant for provision of service) and the User, unless the need for a more detailed specification of the individual category arises from a concrete case.

### **3. Characteristics of service and conditions for its provision**

- 3.1. The service consists of the brokering of access of the Subscriber to the broadband services of the Internet, services of content and other services via the Fixed Network.
- 3.2. The maximum speed of the Service means the potential maximum transfer speed in both directions which can be attained on the physical layer using the relevant technology under optimal conditions. But there always occur limiting technical factors which cause a difference between this maximum speed and the actual effective speed attained by the Service Subscriber. The technical factors limiting the speed of the Service are the following in particular:
  - a) quality and length of Connecting Wiring and the quality and length of internal circuits in the building of the Subscriber and type of Customer Premises Telecommunication Equipment of the Subscriber; in view of the above technical limitations the speed of the Service is configured for the highest available technical speed profile of the DSLAM equipment in such a way that there is the smallest possible difference from the maximum agreed Service speed;
  - b) mode of highest transfer layers;
  - c) sharing of capacity of Connecting Wiring of several Subscribers, this being up to the level of the maximum ratio designated by O<sub>2</sub> (so-called aggregation);
  - d) sharing of capacity of Connecting Wiring by concurrent connection of several computers or active operation of other electronic communication service utilising the available speed of connection, this being on the part of the Subscriber;
  - e) concurrent active use of service Digital Television O<sub>2</sub> TV on the Connecting Wiring by the Subscriber (so-called flexi mode);
  - f) factors of the Internet beyond the influence of O<sub>2</sub>.
- 3.3. The price of the Service also includes the Additional Service of wireless internet access via WiFi hotspots. The localities where the Additional Service O<sub>2</sub> Hot Spot can be used are specified on the Internet Pages.
- 3.4. The Subscriber logs into the Additional Service O<sub>2</sub> Hot Spot using the authorisation data which the Subscriber is sent in the Notification Message.



- 3.5. The price of the Service includes web space with capacity of 30 MB which the Subscriber can activate. Data above the limit is subject to a charge in the context of the Additional Service WEB Express free 30 MB pursuant to the Pricelist of Additional Services – Internet Services.
- 3.6. The price of the Service includes an email box with five aliases and a capacity of 100 MB.
- 3.7. The Subscriber logs into the Additional Service MAIL Express using the authorisation data which the Subscriber is sent in the Notification Message.
- 3.8. For the tariffs O<sub>2</sub> Internet Extra, O<sub>2</sub> Internet Plus Extra, O<sub>2</sub> Internet Pro Extra and O<sub>2</sub> Internet Complete Extra, the price of the Service includes an email box with five aliases and a capacity of 200 MB. The activation of the Additional Service is performed in the Application “My Account”.
- 3.9. For the tariffs O<sub>2</sub> Internet Extra, O<sub>2</sub> Internet Plus Extra, O<sub>2</sub> Internet Pro Extra and O<sub>2</sub> Internet Complete Extra, the price of the Service includes the Additional Service Fixed IP. The activation of the Additional Service Fixed IP is performed in the Application “My Account”.
- 3.10. The price of the Service includes the Additional Service F-Secure Profi Antivirus.
- 3.11. The Additional Service F-Secure Profi Antivirus means the provision of an application intended for software protection of a computer from dangerous and/or undesirable codes, including automatic online updating of the database containing definitions of these codes.
- 3.12. The following PC protection tools are available to the Subscriber as part of the Additional Service F-Secure Profi Antivirus: antivirus, firewall.
- 3.13. Manual of the application Additional Service F-Secure Profi Antivirus means the document published on the internet pages <http://www.internetbezpecne.cz>.
- 3.14. Licence conditions of the company F-Secure Corporation for the provision of the service F-Secure Profi Antivirus means the document published on the internet pages <http://www.internetbezpecne.cz> and also displayed during the installation of the application.
- 3.15. The manufacturer of the application for the provision of the Additional Service F-Secure Profi Antivirus is the company F-Secure Corporation, PL 24, Tammasaarekatu 7, 00181 Helsinki, Finland.
- 3.16. The Subscriber activates the Additional Service F-Secure Profi Antivirus himself/herself using an activation key, which is a special code which the Subscriber gets on the internet pages <http://www.internetbezpecne.cz>. After 12 months of the use of the Additional Service F-Secure Profi Antivirus it is necessary to reactivate it using a new activation key gained in the aforementioned manner.
- 3.17. The Additional Service F-Secure Profi Antivirus provides protection against the viruses expressly given in the current list of viruses accessible on the web page of the application’s manufacturer at the address <http://www.f-secure.com/v-descs> (the list is kept in English).
- 3.18. O<sub>2</sub> is liable for virus attacks or third parties hacking into a Subscriber’s PC only if it causes it by at least gross negligence as a result of which F-Secure Profi Antivirus does not provide protection pursuant to article 13.7, or the protection which at the given time commonly available services on the market of a comparable nature provide in comparable price brackets and to a comparable group of customers.
- 3.19. When using the Additional Service F-Secure Profi Antivirus, the Subscriber is obliged to adhere to the instructions and directions given in the application's manual. For the full functionality of the Additional Service F-Secure Profi Antivirus it is essential that no other antivirus program or firewall be installed on the Subscriber’s computer before installation and during its use.
- 3.20. The Subscriber is obliged to take all preventative measures which can be fairly required of it to minimise the danger of damage caused by viruses or the hacking of a third party into the Subscriber’s PC. O<sub>2</sub>



bears no liability for harm caused through damage or loss of data if the damage could have been prevented by the preventative measures of the Subscriber.

- 3.21. The Subscriber takes due note of the specific character of the Additional Service F-Secure Profi Antivirus, in particular that even when maximum professional care is applied, it is not possible to guarantee a sufficiently fast reaction to newly created codes and to all possible methods of hacking into the Subscriber's PC.

#### **4. Characteristics of Additional Services**

##### **4.1. Characteristics of Additional Service O<sub>2</sub> PC Guard Plus**

- a) The Additional Service O<sub>2</sub> PC Guard Plus means the provision of an application intended for the software protection of a computer from dangerous and/or undesirable codes, including automatic online updating of the database containing definitions of these codes. The Subscriber has the possibility of using the Additional Service O<sub>2</sub> PC Guard Plus on up to 5 PCs.
- b) The following PC protection tools are available to the Subscriber as part of the Additional Service O<sub>2</sub> PC Guard Plus: antivirus, firewall, spam control, parental control.
- c) Manual of the application Additional Service O<sub>2</sub> PC Guard Plus means the document published on the internet pages <http://www.o2.cz/pcstrazce>.
- d) Licence conditions of the company F-Secure Corporation for the provision of the service O<sub>2</sub> PC Guard Plus means the document published on the internet pages <http://www.o2.cz/pcstrazce> and also displayed during the installation of the application.
- e) The manufacturer of the application for the provision of the Additional Service O<sub>2</sub> PC Guard Plus is the company F-Secure Corporation, PL O<sub>2</sub>, Tammasaarekatu 24, 7 Helsinki, Finland.
- f) The Subscriber activates the Additional Service O<sub>2</sub> PC Guard Plus himself/herself using an application key, which is a special code which the Subscriber gets on the internet pages <http://www.o2.cz/pcstrazce>.
- g) The Additional Service O<sub>2</sub> PC Guard Plus provides protection against the viruses expressly given in the current list of viruses accessible on the web page of the application's manufacturer at the address <http://www.f-secure.com/v-descs> (the list is kept in English).
- h) O<sub>2</sub> is liable for virus attacks or third parties hacking into a Subscriber's PC only if it causes it by at least gross negligence as a result of which the Additional Service O<sub>2</sub> PC Guard Plus does not provide protection pursuant to article 4.1.e), or the protection which at the given time commonly available services on the market of a comparable nature provide in comparable price brackets and to a comparable group of customers.
- i) When using the Additional Service O<sub>2</sub> PC Guard Plus, the Subscriber is obliged to adhere to the instructions and directions given in the application's manual. For the full functionality of the Additional Service O<sub>2</sub> PC Guard Plus it is essential that no other antivirus program or firewall be installed on the Subscriber's computer before installation and during its use.
- j) The Subscriber is obliged to take all preventative measures which can be fairly required of it to minimise the danger of damage caused by viruses or the hacking of a third party into the Subscriber's PC. In particular it shall be obliged to back up regularly all data the damage or loss of which could cause it harm. O<sub>2</sub> bears no liability for harm caused through damage or loss of data if the damage could have been prevented by the preventative measures of the Subscriber.



- k) The Subscriber takes due note of the fact that all communications between itself and O<sub>2</sub> concerning the Additional Service O<sub>2</sub> PC Guard Plus will be conducted via the portal of account management and via electronic communication. The Subscriber hereby undertakes to make regular checks of incoming mail and announcements via the user portal of account administration.
- l) The Subscriber takes due note of the specific character of the Additional Service O<sub>2</sub> PC Guard Plus, in particular that even when maximum professional care is applied, it is not possible to guarantee a sufficiently fast reaction to newly created codes and to all possible methods of hacking into the Subscriber's PC.
- m) The price of the Additional Service O<sub>2</sub> PC Guard Plus is given in the Pricelist of Additional Service – Internet Services.

#### 4.2. Characteristics of Additional Service Fixed IP.

- a) The Additional Service Fixed IP ensures for the Subscriber a fixed IP address, which is selected and assigned to the Service by the O<sub>2</sub> system. O<sub>2</sub> is not responsible for the blocking of the IP address by third parties on the Internet. The Additional Service Fixed IP is offered in these variants: Fixed IP 1, Fixed IP 1+4, Fixed IP 1+8 and Fixed IP 1+16. For a fee it is possible to order a reverse record for the Additional Service Fixed IP.
- b) The Subscriber may order the Additional Service Fixed IP in one of the following ways: by telephone via the customer O<sub>2</sub> line 800 020 202 (the O<sub>2</sub> company customers' line 800 203 203 is intended for small and medium firms) or by filling in and sending the form in the Application "My Account" or at the Contact Places.
- c) The price of the Additional Service Fixed IP is given in the Pricelist of Additional Service – Internet Services.

#### 4.3. Characteristics of Additional Service Increased xDSL Technical Support

- a) The Additional Service Increased xDSL Technical Support ensures for the Subscriber greater comfort during the elimination of a fault. Servicing support is offered at two levels - the period for the elimination of a fault is clearly designated for the following working day, either by 12:00 or 18:00. In the case of an exceeding of this period, the Subscriber shall be entitled to compensation from the part of O<sub>2</sub> up to the level of twice the monthly standing charge for the Additional Service Increased xDSL Servicing Support.
- b) The Subscriber may order the Additional Service Increased xDSL Servicing Support in one of the following ways: by telephone via the customer O<sub>2</sub> line 800 020 202 (the O<sub>2</sub> company customers' line 800 203 203 is intended for small and medium firms) or by filling in and sending the form in the Application "My Account" or at the Contact Places.
- c) The conditions and prices of the Additional Service Increased xDSL Technical Support are regulated in the document Business Conditions and Pricelist of Additional Service Increased xDSL Servicing Support, which is accessible on the Internet Pages.



## **5. Establishment, transfer, relocation, conversion and changes of Service**

- 5.1. The Service can be established under the conditions designated in these Operating Conditions on a connection of the type Connection or Digital Line after the Proposer asks for the establishment of the Service in one of the following ways: by telephone via the customer O<sub>2</sub> line 800 020 202 (the O<sub>2</sub> company customers' line 800 203 203 is intended for small and medium firms) or by filling in and sending the form via the O<sub>2</sub> eShop or at the Contact Places. If before the establishment of the Service the Subscriber had not used any of the services of O<sub>2</sub> provided via the Fixed Network, in the context of the establishment of the Service Connecting Wiring and an End Point are established and put into operation.
- 5.2. The establishment of the Service is preceded by a measurement of the quality of Connecting Wiring of the Proposer necessary for the establishment of the Service. It may also be necessary to take a measurement in the place of the required establishment of the Service.
- 5.3. O<sub>2</sub> will establish the Service for the Proposer if the measuring of the Connecting Wiring on which the required Service is to be established demonstrates the technical viability of the establishment of the Service. O<sub>2</sub> will electronically send the Proposer a notification message about the technical viability of the establishment of the service (referred to hereinafter as "Notification Message") to the electronic contact given by the Proposer when ordering the Service.
- 5.4. The Service cannot be established if the function "Advice Of Time" is running on the Connecting Wiring.
- 5.5. If the End Point does not consist of a telephone socket and one RJ 11 connector, or if there are also other parallel sockets, before the ordering of the Service the Proposer must ask O<sub>2</sub> for the free replacement/alteration of the End Point. Only a person who is authorised for this according to a special regulation and commissioned by O<sub>2</sub> may perform this activity.
- 5.6. The Service may be installed on the side of the Proposer:
  - a) via a self—installation package by the Proposer; or
  - b) utilising the services of an O<sub>2</sub> representative.
- 5.7. The Service is established on the 5<sup>th</sup> day from the sending of the Notification Message to the Subscriber concerning the establishment of the Service.
- 5.8. Access to the Service is secured via the preconfigured user name "O2" and the password "O2".
- 5.9. O<sub>2</sub> will establish the Service as a rule within 21 days from the date of the submission of a request for its establishment if technically possible or unless otherwise agreed between the contracting parties.
- 5.10. The Service can be transferred at the request of the Subscriber for a fee pursuant to the Pricelist of Service to another place within the Fixed Network when these preconditions are all met:
  - a) The Subscriber is the authorise user or owner of the premises or real estate to which the Service is to be transferred;
  - b) for the transferred service there are no recorded post-due payables for the provision of electronic communications services and other associated activities;
  - c) The subscriber gives essential identification and other data associated with the transfer of the Service and submits to O<sub>2</sub> upon request documents proving the correctness of the specified data.
- 5.11. O<sub>2</sub> will transfer the Service to a new place if technically possible and in the order of the requests made. If an application does not have the preconditions specified in the preceding article, O<sub>2</sub> shall be authorised to reject it.



- 5.12. If several services are provided on the given Connecting Wiring, it is not possible to transfer the Service independently, but only jointly with all electronic communication services provided on the given Connecting Wiring. If the Subscriber is not interested in transferring some of the electronic communication services provided on the given Connecting Wiring, these services will be cancelled as of the day of transfer at the request of the Subscriber.
- 5.13. On the basis of the Subscriber's request, for a fee pursuant to the Pricelist of Service the Service can be transferred to another place within the Fixed Network within the building or to another building on the same land of the same owner. The provisions of articles 5.9., 5.10. and 5.11 are applied in a commensurate fashion for relocation.
- 5.14. The service can be transferred between Subscribers in a manner pursuant to article 9.9.3. of the General Conditions.
- 5.15. In the case of a transfer of Service, the current Subscriber is obliged to pay all prices for the service and other associated activities provided up to the day of transfer of the Service.
- 5.16. If several electronic communication services are provided on the given Connecting Wiring, it is not possible to transfer the Service independently, but only jointly with all electronic communication services provided on the given Connecting Wiring. If the Subscriber or Proposer are not interested in the transfer of certain electronic communication services provided on the given Connecting Wiring, these services will be cancelled at the request of the current Subscriber (or Proposer).
- 5.17. If it is not possible to transfer a Service for reasons on the side of the Proposer, all electronic communication services provided on the given Connecting Wiring will be cancelled as of the required date of transfer.
- 5.18. A request for the establishment of the Additional Service F-Secure Profi Antivirus is applied via the form on the internet pages <http://www.internetbezpecne.cz>.
- 5.19. A requirement for the establishment of the Additional Service O<sub>2</sub> PC Guard Plus is made via the form Specification of Service O<sub>2</sub> Internet Connection or via the web form in the Application "My Account". For access to the Application "My Account", the Subscriber uses the login data sent in the Notification Message.
- 5.20. A change of Service, including Additional Services, can be performed by telephone via the O<sub>2</sub> customer line 800 123 456 (the O<sub>2</sub> company customers' line 800 203 203 is intended for small and medium firms) or by filling in and sending the form at the Contact Places or in the Application "My Account".

## **6. Rights and duties of O<sub>2</sub>**

- 6.1. O<sub>2</sub> is obliged to provide the Subscriber with the Service under the conditions given in the General Conditions and in these Operating Conditions. This duty may be restricted by the generally binding legal regulations of the Czech Republic or the impact of circumstances precluding liability.
- 6.2. O<sub>2</sub> is authorised unilaterally to replace the function of a Service or terminate the provision of a Service completely. The notification about the change of Service or end of Service must be made in compliance with the General Conditions.
- 6.3. O<sub>2</sub> is authorised unilaterally to restrict the scope of Additional Services. Restriction of the scope of Additional Services cannot be considered a fundamental change of contractual conditions.
- 6.4. O<sub>2</sub> is authorised to interrupt the provision of the Service if it is necessary for the maintenance of the technical and software resources via which the Service is operated. As a rule O<sub>2</sub> will perform maintenance within the time period from 02:00 to 05:00. If maintenance is performed at some other time, this fact will be announced to the Subscriber in some appropriate manner in advance.



- 6.5. O<sub>2</sub> has the right to check the customer premises equipment of the Subscriber from the aspect of compliance of the form and type of equipment and method of its connection.
- 6.6. O<sub>2</sub> is authorised to prevent the distribution of Data which the Subscriber distributes in contravention of General Conditions, Operating Conditions, generally binding legal regulations of the Czech Republic or good morals. O<sub>2</sub> is authorised to restrict the access of the Subscriber to internet pages on certain servers of the Internet with illegal content or content contravening good morals.
- 6.7. Depending on the technical parameters of the Service, O<sub>2</sub> is authorised to require of the Subscriber the selection of a username and password or other elective data for the use of the Service (referred to hereinafter as "Access Codes").
- 6.8. On the basis of a unilateral decision, O<sub>2</sub> is authorised at any time to change, suspend or cancel the Access Codes with the aim of unifying Access Codes which the Subscriber has in the context of various services provided by O<sub>2</sub> or for security reasons. The Subscriber will be informed of the performance of these measures in an appropriate manner and suitably in advance.
- 6.9. O<sub>2</sub> will ensure the preservation of the confidential nature of Access Codes of its Subscribers on the side of O<sub>2</sub>.
- 6.10. O<sub>2</sub> is authorised to introduce additional methods for protecting the Fixed Network and Service if it believes that the introduction of such protection is in the interests of the Subscriber or Fixed Network.
- 6.11. The FUP (Fair User Policy) rules are not applied to Subscriber using the Service on the PPPoE protocol. Unless specified otherwise in the Pricelist of Service, O<sub>2</sub> reserves the right to apply data flow management in the network for a Subscriber using the Service on the protocol PPPoE, especially if the network is overloaded in the backbone connections. O<sub>2</sub> is authorised to limit traffic selectively on the backbone network in such a way as allows the optimal use of the Service by all Subscribers. For Subscribers using the Service on the protocol PPPoA, i.e., those who have not switched to the protocol PPPoE, instead of data flow management in the network, the FUP rules valid as of 31 March 2008 will continue to be applied.
- 6.12. O<sub>2</sub> is not responsible for the non-functionality, outages or restrictions in functioning (referred to hereinafter as "non-functionality") of the Internet and the impact of such a non-functionality of the Internet on the Services provided by O<sub>2</sub>.
- 6.13. O<sub>2</sub> is obliged to allow Subscribers to download the applications PC Guard Plus and F-Secure Profi Antivirus within 3 days from the making of a request for their establishment, and this application will allow the Subscriber installation on his PC.

## **7. Rights and duties of Subscriber**

- 7.1. When using the Service the Subscriber is obliged to adhere to the provisions given by these Operating Conditions and generally binding legal regulations of the Czech Republic and to act in compliance with good morals and generally acknowledged moral and ethical standards. The Subscriber shall in particular not breach the legally protected rights of O<sub>2</sub> and third parties, in particular it shall not harm, debase, overload or worsen the provided Service to the detriment of other subscribers.
- 7.2. The Subscriber must not use the Service for the harassment of third parties, in particular by the repeated sending of unsolicited data.
- 7.3. When using the Service the Subscriber may use only equipment which does not interfere with the operation of the Service and is in not in conflict with the legally protected rights of third parties.



- 7.4. The Subscriber is not authorised to use installed equipment of O<sub>2</sub> for purposes other than those for which it was provided nor to alter its configuration in any way. He must not change anything or in any way interfere in the technical equipment of the Fixed Network, including the End Point.
- 7.5. The Subscriber undertakes to perform all measures which are necessary on its side to prevent abuse of the Service. The Subscriber is responsible for the consequences of such abuse should it occur.
- 7.6. The Subscriber can change the Access Codes under the conditions designated by O<sub>2</sub> and published in the Contact Places and on the Internet Pages.
- 7.7. The Subscriber is obliged to take the corresponding steps for the due securing and protection of the Access Codes from abuse. The Subscriber is obliged to keep the Access Codes under his own exclusive personal control. In the case of the loss, theft or other breach of right of use of the relevant Access Code, the Subscriber shall be obliged to announce this fact without delay to O<sub>2</sub>, and he shall be liable for each use of the Service until the moment of the announcement of this fact to O<sub>2</sub>.
- 7.8. In the case of increased demands for confidentiality or protection of transmitted data exceeding the technical possibilities of O<sub>2</sub>, it is a matter for the Subscriber to take the relevant measures on its part to ensure protection (for example, ordering the installation of encryption/decryption equipment for its customer premises equipment).
- 7.9. A customer of the service O<sub>2</sub> Internet ADSL Start shall be liable for the connecting and disconnecting of the modem.
- 7.10. The Subscriber shall not be authorised to give to third parties the activation key for the Additional Services O<sub>2</sub> PC Guard Plus and F-Secure Profi Antivirus and is obliged to take the corresponding steps to keep the activation key secret. In the case of the loss, theft or other breach of right of use of the relevant activation key, the Subscriber shall be obliged to announce this fact without delay to O<sub>2</sub>, and the Subscriber shall be liable for each use of the services O<sub>2</sub> PC Guard Plus and F-Secure Profi Antivirus until the moment of the announcement of this fact.

## **8. Restriction, interruption and termination of provision of Services**

- 8.1. In the case of the conversion of a Connection to a Digital Line, the provision of the Service will be interrupted temporarily. The functionality of the Service will be restored only if it is technically possible, in particular if measurement of the Connecting Wiring shows the technical viability of the establishment of the Service. If the technical investigation does not prove the viability of the Service, the Service will be cancelled for the Subscriber.
- 8.2. If the Subscriber asks for the transfer of the Service, its provision will be interrupted for the time absolutely necessary in the context of the implementation of the transfer.
- 8.3. If the Subscriber asks for the transfer of the Service, and the service is not technically viable in the locality to where the Service is to be transferred, the order for the transfer will be terminated as non-viable. O<sub>2</sub> will inform the Subscriber of the negative result of the transfer.
- 8.4. At the moment of acceptance of the application for the establishment of the Service by transfer, the process for the transfer of the Service from the existing Subscriber to a new Subscriber is generated automatically as of the date of implementation of the transfer of the Service.
- 8.5. In the case of a change of tariff of the Service the Service can be temporarily unavailable for time necessary for the configuration of the O<sub>2</sub> technical resources.
- 8.6. In the course of the establishment of the Service, the services provided via the Fixed Network on the same Connecting Wiring may be temporarily unavailable.



- 8.7. During the period for the cancellation of the Service, it is not possible to assert requirements for a change for other services provided by O<sub>2</sub> to the Subscriber.

## **9. Reporting of faults of Service and their elimination, including periods**

- 9.1. The Subscriber will announce faults of the Service by telephone on the non-stop O<sub>2</sub> customer support number 800 184 084. A fault (defect) means a state where the use of the Service is prevented in part or in whole or its designated quality is degraded. The person announcing the fault is obliged to announce their name, the identification data of the Service where the fault occurred, the business name, place and type of fault state, time of ascertainment and description of fault, contact person and contact telephone. If it is necessary for login data for the Service to be imparted, O<sub>2</sub> will require the identification data given on the billing. O<sub>2</sub> is authorised to require of the Subscriber the provision of cooperation for the purposes of the elimination of the fault.
- 9.2. If it is discovered during a fault analysis that the fault is beyond the End Point of the Subscriber, this shall not constitute a fault of the Service. If in spite of the announcement of this fact the Subscriber insists on a solution from the part of O<sub>2</sub> associated with a call out of a technician, this shall be a charged-for call out.
- 9.3. Complaints about technical parameters and the quality of the Service are asserted and dealt with as the reporting of a fault in compliance with these Operating Conditions.
- 9.4. Unless agreed otherwise between the contracting parties, O<sub>2</sub> will begin work on the elimination of a fault as follows:
- a) for a fault announced by 08:00 of a working day, by 14:00 of the same day at the latest,
  - b) for a fault announced in the period from 08:00 to 0:00 on working days, at the latest within 24 hours of the announcement ,
  - c) for a fault announced on non-working days, by 14:00 of the following working day at the latest.
- 9.5. If technically possible the period for the elimination of the fault from the moment of its announcement will not exceed 4 calendar days, with the exception of cases where there are circumstances which O<sub>2</sub> could not predict or influence, in particular as a result of circumstances precluding liability and caused by a third party.
- 9.6. O<sub>2</sub> shall not be liable for the technical state, functionality and configuration of Customer Premises Telecommunication Equipment owned by the Subscriber which the Subscriber uses for connection to the Service, unless agreed otherwise.

## **10. Data of the Internet**

- 10.1. O<sub>2</sub> does not guarantee the up-to-date nature, truthfulness, legality and compliance with generally acknowledged ethical and moral standards of any data coming from the Internet, unless this data is published directly by O<sub>2</sub> or unless it had demonstrably approved it in advance.
- 10.2. O<sub>2</sub> declares that the location of the web page of the Subscriber on its server does not mean that it has approved the content of the page. It is thus not responsible for the content of pages located on its server.
- 10.3. Without replacement and notification, O<sub>2</sub> is authorised to eliminate a web page of a Subscriber located on its server if through its own check or on the basis of the notification of a third party it ascertains that the web page of the Subscriber contains written, audio or visual works which are in conflict with the laws of the Czech Republic, in particular works in which there is an expression of degradation of a person and which display violence or which display sexual contact with a child, animal or other practices in conflict with legal regulations or generally acknowledged ethical and moral standards. The web page of the



Subscriber must not be in conflict with the business policy of O<sub>2</sub>. O<sub>2</sub> is authorised to evaluate and decide whether the content of the web page displays the aforementioned traits which are considered to be a fundamental breach of contract or conditions.

## **11. Protection of rights to intangible assets**

- 11.1. The contracting parties have agreed that without the prior written consent of the other party they will not use the trademarks and other protected marks of the other party unless expressly agreed otherwise.
- 11.2. When using the Service, the Subscriber is obliged to protect the rights to intangible assets of O<sub>2</sub> and other subjects which O<sub>2</sub> ensured for the Subscriber for use in connection with the provision of the Service.
- 11.3. Breach of undertakings pursuant to article 11.1 and 11.2. of the Operating Conditions constitutes a fundamental breach of the contractual relationship.

## **12. Final provisions**

- 12.1. These Operating Conditions become valid and effective on the date 1. 12. 2009 and replace the Operating Conditions for the Provision of the Service O<sub>2</sub> Internet Connection valid from 1. 8. 2009.
- 12.2. The Operating Conditions are available for inspection at all contact places of O<sub>2</sub> intended for contact with the public and are published on the Internet Pages.
- 12.3. O<sub>2</sub> reserves the right to change these Operating Conditions, and it will give information about a change in advance in compliance with the General Conditions.

Prague, date: 1. 12. 2009

On behalf of the company Telefónica Czech Republic, a.s.

Ing. Stanislav Kůra, MBA  
Executive Director for Strategy and Product Development