



Operating conditions for provision of service O₂ Mobile Internet Connection

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Article 1 Introductory provisions

- 1) The operating conditions for the provision of the service O₂ Mobile Internet Connection (referred to hereinafter as "Operating Conditions") constitute a part of the General Conditions for the Provision of Publically 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").
- 2) The Operating Conditions designate the detailed conditions for the provision of a set of publically accessible electronic communication services and associated Additional Services included in the service O₂ Mobile Internet Connection (referred to hereinafter as the "Service"). The Operating Conditions are binding for the company Telefónica Czech Republic, a.s., as the Service provider (referred to hereinafter as "O₂") and all Subscribers.
- 3) The provisions of these Operating Conditions shall also apply *mutatis mutandis* to the service O₂ Prepaid Internet Mobile.
- 4) The prices for the Service and its parameters are given in the Pricelist of Service O₂ Mobile Internet Connection (referred to hereinafter as the "Pricelist of Service"), which is available on the internet pages of O₂ <http://www.o2.cz> (referred to hereinafter as "Internet Pages") and available for inspection at the Contact Places.
- 5) The prices for the service O₂ Prepaid Mobile Internet are given in the Pricelist of Service of Prepaid O₂ Services, which is available on the Internet Pages and for inspection at the Contact Places.
- 6) The Service is provided in the context of the tariffs given in the Pricelist of Service.

Article 2 Explanation of terms used

For the purposes of these Operating Conditions, the following terms have the following meanings:

- 1) **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) **Additional Services** - applications and products which cannot be used separately but only in addition to the basic 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.
- 3) **Fair User Policy** (referred to hereinafter as "FUP") – measure for the protection of the O₂ public mobile network of electronic communications (referred to hereinafter as the "Mobile Network") which protects Subscribers from the overloading of the network by other Subscribers. The FUP principle is the gradual reduction of transmission speed for those Subscribers who overload the network, in particular by the long-term downloading of a large volume of data.
- 4) **Customer Premises Telecommunication Equipment** - assigned resource connected to the Mobile Network allowing or supporting the provision of the Service. A detailed technical specification and list of recommended items of Customer Premises Telecommunication Equipment approved by O₂ for the Service is given on the Internet Pages.
- 5) **O₂ eShop** - self-service portal of O₂ accessible on the internet pages O₂ <http://www.o2shop.cz>.
- 6) **PIN** – four-figure code protecting the SIM card or Customer Premises Telecommunication Equipment from abuse.
- 7) **Access codes** – codes containing a combination of numbers or letters or both serving to allow the use of the Service; the login, password, PIN, PUK activation key etc. are considered to be the Access Code.
- 8) **PUK** – eight-digit code allowing the unblocking of a blocked SIM card. It can also be used to change the PIN code. If the PUK is entered incorrectly ten times, the SIM card is blocked permanently.
- 9) **Prepaid service** – service provided up until the value (of the credit) prepaid by the Subscriber is exhausted.
- 10) **SIM card** – card with chip containing identification information – operator's network, telephone number, activated services, billing credit etc. For login to the network, Customer Premises Telecommunication Equipment requires the insertion of a SIM card, which is protected from abuse by the PIN security code. The SIM card has its own memory. The SIM card via which the service is provided is owned by O₂.



- 11) **Subscriber** – every natural or legal person who has concluded a Service Provision Agreement with O₂; 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.
- 12) **www.o2pripojse.cz** – internet pages on which it is possible to order the Service, monitor the state of the order and state of utilisation of FUP. Only natural persons registered according to birth ID No and corporate customers who have not concluded an outline agreement for the provision of discounted business conditions when purchasing services may order the service via these pages.

Article 3 Characteristics of Service and conditions for its provision

- 1) The Service consists of brokering the access of the Subscriber to the broadband services of the Internet whilst using the Mobile Network GSM, UMTS or CDMA.
- 2) The speed of the Service specified for the Service is the maximum attainable speed. The maximum speed of the Service means the potential maximum transfer speed attainable in both directions using the relevant technology under optimal conditions. The Subscriber takes due note of the fact that there always occur limiting technical factors (loading of network, locality of Subscriber, atmospheric influences etc.) which cause a difference between this maximum speed and the actual effective speed attained by the Subscriber.
- 3) The availability of the Service is technically conditional on the presence of a radio signal. The service is not 100% accessible on the entire territory of the Czech Republic. Areas with probable presence of the relevant radio signal where it is technically possible to provide the Service are marked on the map of cover by the relevant radio signal (referred to hereinafter as the “Map”). The Map is available for inspection at the Contact Places and on the Internet Pages. The presence of the relevant radio signal, the technical possibility for the provision of the Service, availability and quality of provided Service are also dependent on the currently issued decisions of the relevant body of state administration and the system of the provided Service. O₂ does not guarantee that in the areas marked on the Map as covered by the relevant radio signal or in the areas where it is technically possible to provide the Service or where the Service is available the Subscriber will always achieve connection to the Mobile Network. O₂ is not responsible for any deterioration in the quality of the Service caused by limiting technical factors.
- 4) Additional services not given in these Operating Conditions are given in the Pricelist of Service, Pricelist of Prepaid Services or on the Internet Pages.
- 5) If the Subscriber uses the service O₂ Mobile Voice Service or Additional Service for O₂ Mobile Voice Service (SMS, MMS etc.) via a SIM card on which he has the Service established and at the same time he does not have the O₂ Mobile Voice Service established on it, the Subscriber shall be obliged to pay O₂ the price for the provision of the O₂ Mobile Voice Service and this connection will be charged to the Subscriber pursuant to the tariff Neon S.
- 6) If via a SIM card intended for the use of the service O₂ Prepaid Mobile Internet, the Subscriber uses the O₂ Prepaid Voice Service and does not arrange for itself the tariff O₂ Prepaid Voice Tariff, the connection made will be charged to the Subscriber pursuant to the tariff O₂ NA!HLAS.

Characteristics of Additional Service F-Secure Profi Antivirus

- 7) The Additional Service F-Secure Profi Antivirus is included in the price of the Service.
- 8) 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.
- 9) F-Secure Profi Antivirus is an Additional Service where the following PC protection tools are available to the Subscriber: antivirus, firewall.
- 10) Manual of the application Additional Service F-Secure Profi Antivirus means the document published on the O₂ internet pages <http://www.internetbezpecne.cz>.
- 11) Licence conditions of the company F-Secure Corporation for the provision of the service F-Secure Profi Antivirus means the document published on the O₂ internet pages <http://www.internetbezpecne.cz> and also displayed during the installation of the application.



- 12) The manufacturer of the application for the provision of the Additional Service F-Secure Profi Antivirus is the company F-Secure Corporation, PL 24, Tammasaarenkatu 7, 00181 Helsinki, Finland.
- 13) 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 O₂ <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.
- 14) The Additional Service F-Secure Profi Antivirus provides protection against the viruses expressly given on the internet pages <http://www.f-secure.com/v-descs/> (the list is kept in English).
- 15) O₂ 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 3.13., 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.
- 16) 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.
- 17) 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. O₂ 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.
- 18) 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.

Article 4 Establishment of service

- 1) A Proposer who is interested in the establishment of the Service will fill in and sign the form Specification of Service (referred to hereinafter as "Specification") at the Contact Place. The Subscriber may require the delivery of the form Specification by telephone via the customer line or via the O₂ eShop and send it signed to O₂ along with the copies of its O₂ identification documents.
- 2) If via the customer telephone line the Subscriber requests the establishment of the Service on a mobile telephone number on which the Subscriber already uses the O₂ Mobile Voice Service and does not at the same time use the Special Offer, an order made via the customer telephone line or via the internet pages www.o2pripojse.cz shall be considered the delivery of the Specification.
- 3) The Service is established within 5 working days from the submission of the signed Specification or its delivery to O₂ if the Subscriber pays O₂ any required surety in the sense of the Pricelist of Service and complies with the other conditions under which the Service is provided. When utilising the Special Offer the period for the establishment of the Service is 10 working days.
- 4) The provisions of article 2 of the General Conditions for Provision of Public Electronic Communication Services concerning the conclusion of a Subscriber Agreement apply *mutatis mutandis* to the establishment of the Service. The provisions of the Operating Conditions for the establishment of the Service and the provisions of article 9 of the General Conditions concerning Changes of a Subscriber Contract apply *mutatis mutandis* to the establishment of the Additional Service.
- 5) If the Service has not been established according to the Operating Conditions, it shall apply that the Subscriber has not met the conditions under which the Service is provided. The surety paid by the Subscriber for the establishment of the Service will be returned in compliance with article 2 of the General Conditions.
- 6) In the cases designated by O₂ it is possible to establish the Service other than on the basis of a signed Specification. In such a case the Service is established within 5 working days from the delivery of the information that the Subscriber has taken delivery of a consignment containing a SIM card or filled in Specification sent to O₂ on the basis of the Subscriber's request made by telephone via the customer line or via the O₂ eShop or performed some other act (for example, inputting of code, active use of Service). For Services established pursuant to this article the Subscriber is not necessarily entitled to the same advantages as for



Services established on the basis of a signed Specification. O₂ as a rule designates a limit for the Subscriber pursuant to article 3.2 c) of the General Conditions.

- 7) A requirement for the establishment of the Additional Service F-Secure Profi Antivirus is made via the form on the O₂ internet pages <http://www.internetbezpecne.cz>.

Article 5 Rights and duties of O₂

- 1) O₂ 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 only be restricted by the generally binding legal regulations of the Czech Republic or the impact of circumstances precluding liability.
- 2) O₂ 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.
- 3) O₂ 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.
- 4) O₂ 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. The duration of performance of maintenance and other outages will be announced to the Subscriber if possible in some appropriate manner in advance.
- 5) Unless specified otherwise in the Pricelist of Service, the Service is provided only with the application of the FUP. The conditions for the application of the FUP are given in the Pricelist of Service and on the Internet Pages.
- 6) O₂ has a right to check the Customer Premises Telecommunication Equipment of the Subscriber.
- 7) O₂ 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. O₂ 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.
- 8) Depending on the technical parameters of the Service, O₂ is authorised to require of the Subscriber the selection of a username and password or other elective data for the use of the Service.
- 9) On the basis of a unilateral decision, O₂ 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 O₂ or for security reasons. The Subscriber will be informed of the performance of these measures in an appropriate manner and suitably in advance.
- 10) O₂ will ensure the preservation of the confidential nature of Access Codes of its Subscribers on the side of O₂.
- 11) O₂ is authorised to introduce additional methods for protecting the Mobile Network and Service if it believes that the introduction of such protection is in the interests of the Subscribers or Mobile Network.
- 12) O₂ shall not be liable for non-functioning, outages or restrictions in the functioning of the Internet and the impact of such a non-functionality of the Internet on the Service.
- 13) O₂ 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 the Service.
- 14) O₂ is obliged to allow the Subscriber the download of the application F-Secure Profi Antivirus within 3 days of the assertion of a requirement for its establishment, and this application will allow the Subscriber installation on the Subscriber's PC.
- 15) O₂ is authorised at any time to change the software of the SIM card.



Article 6 Rights and duties of Subscriber

- 1) When using the Service the Subscriber is obliged to adhere to these Operating Conditions, the General 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 O₂ and third parties, in particular it shall not harm, debase, overload or worsen the provided Service to the detriment of other subscribers.
- 2) The Subscriber must not use the Service for the harassment of third parties, in particular by the repeated sending of unsolicited data.
- 3) When using the Service the Subscriber may use only equipment which does not interfere with the operation of the Service and is not in conflict with the legally protected rights of third parties.
- 4) If the Subscriber uses a Service combining several technologies, in the context of the Service it shall be authorised to use only one type of technology at any given moment, unless agreed otherwise. In the event of a breach of this duty, O₂ shall be authorised to cancel or interrupt the provision of Service after prior warning.
- 5) The Subscriber undertakes to perform all measures which are necessary on its side to prevent abuse of the Services. The Subscriber is responsible for the consequences of such abuse should it occur.
- 6) The Subscriber may change the Access Codes under the conditions designated by O₂ and published at the Contact Places and on the Internet Pages.
- 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.
- 8) In the case of the loss, theft or other breach of right of use of the relevant Access Code, SIM card or Customer Premises Telecommunication Equipment the Subscriber shall be obliged to announce this fact without delay to O₂, and the Subscriber shall be liable for each use of the Service until the moment of the announcement of this fact to O₂.
- 9) In the case of increased demands for confidentiality or protection of transmitted data exceeding the technical possibilities of O₂, 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 Telecommunication Equipment).
- 10) The Subscriber undertakes to protect the SIM card and any Customer Premises Telecommunication Equipment by the permanent engagement of the PIN code protection.
- 11) Should the Subscriber suspect that an unauthorised person has found out the PIN code, the Subscriber shall be obliged to change the PIN code without delay.
- 12) Should the Subscriber suspect that an unauthorised person has found out the PUK code, the Subscriber shall be obliged to ask O₂ for a change of SIM card.
- 13) If the Subscriber discovers unauthorised handling of the SIM card (for example, the SIM card rejects a correct PIN code), the Subscriber is obliged to request of O₂ a change of SIM card.
- 14) In the case of damage to a SIM card, a Subscriber has a right to the replacement of the card after payment of the price for replacement.
- 15) The Subscriber undertakes to acquaint a third party whom it allows the use of the Service with the Operating Conditions, the General Conditions and other important information issued by O₂ concerning the Service. The Subscriber shall be responsible for the acts of this person as if the Subscriber had acted itself.
- 16) Within 10 days from the cancellation of the Service, the Subscriber shall be obliged to return the SIM card to O₂.



Article 7 Change and cancellation of Service

- 1) A request for the change or cancellation of the Service is submitted in the manner designated by O₂, as a rule on a form designated by O₂. The application forms are available at the Contact Places and on the Internet Pages. A request for the change or cancellation of the Service must always contain the data required for the given change on the relevant form and must be sufficiently definite.
- 2) If the Service had been disconnected from the Subscriber, and the Subscriber has not complied with the conditions for its reconnection within 12 months, O₂ is authorised to cancel the Service without announcement.
- 3) After the cancellation of the Additional Service F-Secure Profi Antivirus, the Subscriber is obliged to remove the application F-Secure Profi Antivirus from their computer.

Article 8 Concluding Provisions

- 1) These Operating Conditions become valid and effective on the date 19.5.2010 and replace the Operating Conditions for the Provision of the service O₂ Mobile Internet Connection valid from 1.8.2009.
- 2) The Operating Conditions are available for inspection at the Contact Places and are published on the Internet Pages.
- 3) O₂ 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: 19.5.2010

On behalf of Telefónica Czech Republic, a.s.

Oscar Gómez Garcia

Product Marketing Director