

Operating Conditions for Provision of Public Telephone and Universal Services

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Introductory Provisions	3
Definitions	3
Section I. Public Telephone Service	4
Section II. Subscriber Telephone Line.....	6
Section III. Automatic Telephone Connection	10
Section IV. Operator Assisted Services	11
Section V. Telephone Directories, Information Service on Telephone Numbers	12
Section VI. Other Services to the Telephone Line	14
Section VII. Universal Service	26
Section VIII. Access to Services of a Different Provider of Public Electronic Communications Services.....	29
Section IX. Number Portability	33
Section X. Service Orders	36
Section XI. Service Delivery Deadlines	36
Section XII. Prices and Payment Terms and Conditions.....	38
Section XIII. Service Technical Assurance	41

Introductory Provisions

- (1) Operating conditions for provision of Public Telephone and Universal Services (hereinafter referred to as the "Operating Conditions") constitute an integral part of General Terms and Conditions of Public Electronic communications Services published by TELEFÓNICA O2 CZECH REPUBLIC, A.S., Inc., on 14 April, 2005, Ref. No.: SGR – 120/2005.
- (2) The Operating Conditions define technical, operating, organisational and commercial conditions for provision of a set of electronic communications services included in a public telephone service and universal service provided through the public switched telephone network. They contain the information about the subject and scope of public telephone and universal service. They are binding upon Telefónica O2 Czech republic, a.s. as the main Provider of these services (hereinafter referred to as the Provider) and all Proponents (service applicants), Subscribers, Consumers and Users of public telephone service. For the purpose of these Operating Conditions Proponents, Subscribers, Consumers and Users are hereinafter referred to as the Customers, unless it further specification results from the Law on Electronic communications according to individual categories.
- (3) The conditions for interconnection and access to electronic communications networks and associated means for the purpose of provisioning of public communication services are governed by respective provisions of Act No. 127/2005 Coll., on Electronic communications and Amendments to Some Related Acts (hereinafter referred to as ZoEK) and are subject to a separate contractual relationship between the service providers.
- (4) Prices of domestic public telephone services, prices of international calls, prices of services provided within the Universal Service and prices of complementary and other services are specified in the Price List of Electronic communications Services – Voice Services of Telefónica O2 Czech republic, a.s. In this document we hereinafter refer to the Price List.
- (5) Any natural or legal entity shall be entitled to public telephone service, universal service and other services and activities provided within the public telephone service in the scope of these Operating Conditions if such an entity asks for the service, agrees with these Operating Conditions and enters into the contractual relationship with the Provider.

Definitions

For the purposes of these Operating Conditions the following terms shall have the following meaning:

- (1) Digital B Channel – euroISDN both-way channel of 64kbit/s that serves for communication (voice, data, images)
- (2) The digital network of integrated services (hereinafter referred to as ISDN – Integrated Services Digital Network) – euroISDN is a telephone network created based on the existing public telephone network and on the implementation of European telecommunications standards (ETS) and requirements of Memorandum of Understanding (MoU – ISDN). The euroISDN connections are used for provisioning of telephone, fax and data services.
- (3) Electronic communications equipment – technical equipment for transmission, transfer, routing, switching or reception of signals through electromagnetic waves.
- (4) D Channel – euroISDN channel that is intended for signalling transmission. We distinguish D channel of basic euroISDN connection of 16kbit/s that enables to transmit telemetric information and provide for packet data transmission and D channel for primary connection of 64kbit/s.
- (5) The end-point of the public telephone network (hereinafter referred to as the end-point) is a physical point in which the company provides connection to the Customer to the public switched telephone network and access to public telephone service. The end-point is a part of public switched telecommunications network.
- (6) The operator is an entity operating or authorised to operate the public telecommunications network or associated means.
- (7) Cabling provides for connection of a local telephone switch of the Provider or its remote branch to the end-point.

- (8) Network Termination (NT1) – the end-point of the primary euroISDN line, basic euroISDN2 line, and basic euroISDN2plus line designed for connection of the terminal equipment.
- (9) Electronic communications services (hereinafter referred to as the Services) – Services that consists in transmission of the signal in electronic communications network.
- (10) Charing pulse – electrically or electronically expressed technical condition serving as a basic unit for charging of calls made from public pay phones and public call offices.
- (11) Numbering area (hereinafter ČO) - territory typically identical with the area of the region, designated in the numbering plan by a relevant code.
- (12) The telephone switch is the equipment in the electronic communications network enabling mutual connection of end-points of the public telephone network with the objective to make a call.
- (13) Telecommunications terminal equipment (hereinafter referred to as the terminal equipment) – product or its important part providing for the communication and designed for direct or indirect connection to end-points of the public communication network with the exception of equipment for transmission of radio and TV broadcasting.
- (14) Telecommunications terminal equipment for public use – the equipment designed to be used by a large number of persons, such as public payphone, public call box, and public phone station.
- (15) The subscriber telephone line (hereinafter referred to as the telephone line) is a set of technical equipment including the station line and end-point enabling access to public telephone service under the defined conditions.
- (16) Subscribership – a set of rights and obligations of the Customer (Subscriber) resulting from a written contract concluded with the Provider for the provisioning (or change in provisioning) of public electronic communications service.
- (17) Defected service means the activity of the Provider carried out under the specific circumstances whose quantity, scope, price or quality does not correspond contractually defined condition or technical or price conditions resulting from ZoEK, implementing regulations, Act on Prices, pricing decisions or decisions on prices or general measures of the Czech Telecommunications Office (hereinafter referred to as the Office).
- (18) Public telecommunications network – is a functionally interconnected set of telecommunications equipment for providing public electronic communications services.
- (19) Public switched telephone network – electronic communications network that serves for providing public telephone services and enables transmission of spoken word, fax and data transmission between the end points of the network.
- (20) Public telephone service – set of electronic communications services enabling to make national and international calls and access to emergency numbers.
- (21) Voice over IP (VoIP) – technology which enables the conveyance of voice calls and the provision of additional services in a call range by means of data network or Internet.
- (22) (22) VoIP gateway - technical instrument representing an element between the VoIP section and a section using standard interfaces of telephone communication and vice versa.
- (23) Failure of telecommunications equipment – the situation that partly or fully prevents to use the telecommunications equipment or Services or decreases the defined Service quality.

Section I. Public Telephone Service

- (1) The public telephone service provided through public telephone network consists of a set of activities including connection to public telephone network, access to public telephone service and use of public telephone service.

Connection to the public telephone network means the installation and operation of the end point, i.e.:

- Installation, transfer or relocation of the telephone line;
- Installation of the telephone line by its transfer and putting it into operation.

The access to the public telephone network means the operation of the end point, i.e. the possibility of the Customer to use public telephone services provided through the telephone line by the Provider or other telecommunications services providers, such as:

- Local calls;
 - Long-distance calls;
 - International calls;
 - Fax communication and data transmission by speed that is sufficient for functional Internet access;
 - Calls to non-geographic telephone numbers (e.g. toll free numbers – Green Line, Blue Line, Data Line etc.) and to networks of other service providers.
- (2) The Provider enables connection to the public telephone network through the subscriber telephone line of the following type/s:
- a) Fixed Line;
 - b) Digital Line 2MBL
 - c) Digital Line ISDN
 - d) VoIP Line.

Technical solutions of the connection set out in points b), c) and d) will be delivered by the Provider as long as doable. Depending on the technical conditions, the Provider may also use wireless technologies (e.g. FixGSM, DECT etc.) as an alternative to deliver a technical solution set out in point a). The technical solution set out in point d) can be delivered by means of VoIP.

- (3) Public telephone service is provided round o'clock all over the territory of the Czech Republic.
- (4) Provisioning of public telephone service is ensured through the fixed telephone network of the Provider or in co-operation with other operators or electronic communications service providers even outside the territory of the Czech Republic.
- (5) The use of the public telephone service is fully automatic. The customer may dial a number, national or international (prefix 00 420) on his/her CPE to make a call - local or long-distance (called national) respectively international to the automated part of the telecommunications network.
- (6) The use of public telephone service is also possible in semi-automatic regime through an operator. The requirement for service provisioning is made by the Customer at the registration office of long-distance and international calls (see Section IV Operator Services).
- (7) In the automatic regime and for selected services and even in semi-automatic regime it is possible to use services with non-geographic numbers and to call to networks of other service operators (e.g. to mobile networks).
- (8) Connection of the terminal equipment to the end point (equipment owned by the Customer or leased by the Provider or other entity) is not a part of connection defined in paragraph (2).
- (9) The Provider offers the Customer the rental, contractual maintenance and sale of the respective terminal equipment. Besides the terminal equipment leased or purchased from the Provider the Customer (Subscriber) can connect terminal equipment to the end point leased or purchased from other providers or dealers in accordance with these Operating Conditions. The rent, contractual maintenance and sale of terminal equipment is governed by separate general conditions issued by the Provider for the respective service.
- (10) The Provider provides for free of charge calls to emergency numbers specified in paragraph (12) of this Article uninterruptedly within its public telephone network, in both automatic and semiautomatic calls.
- (11) An emergency call is understood as any call regarding especially a threat to a human life, health or property, made for the purpose of calling emergency corps or the police during natural disasters, accidents, criminal acts or emergency situations.
- (12) The public telephone networks numbering plan defines the following numbers for emergency calls:
- a) Fire Brigades of the Czech Republic – telephone number 150.
 - b) Emergency Medical Service – telephone number 155.
 - c) Police of the Czech Republic – telephone number 158.

- d) Municipal Police – telephone number 156 (applies only to the locations where municipal police has been established).
 - e) Unified European emergency telephone number – telephone number 112.
- Availability of the 156 emergency line is conditioned by the operating hours of the Municipal Police.

(13) The printed form of emergency numbers is accompanied by pictograms characterising the respective type of the emergency number. The pictograms are visibly placed in all public payphones, telephone directories and other information materials. Information about the numbers may be obtained from telephone number information service of the Provider.

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Section II. Subscriber Telephone Line

Article 1

General Provisions

- (1) A subscriber telephone line (hereinafter referred to as the telephone line) consists of:
 - dedicated part of public switched telephone network (does not apply to VoIP lines) ;
 - end point.
- (2) The telephone line is installed by putting the end point into operation.
- (3) Telephone lines are connected to a telephone exchange belonging to a particular circuit of the Provider.
- (4) Telephone lines are installed in the premises or real estates legally used or owned by the Customer (Proponent).
- (5) The Provider is entitled to connect a telephone line to a different telephone switch of the same telephone circuit due to the operating or technical reasons or to a telephone switch of another telephone circuit. If this reconnection results in change in call charges, the Provider can make such a reconnection only with the Customer's (Subscriber's) consent.
- (6) The method of implementation and cabling during the installation of a telephone line is to be decided by the Provider.
- (7) A telephone line can be installed for an indefinite period (permanent telephone line) or for a definite period – no more than 6 (six) months of the day of line installation (temporary telephone line). After the expiry of the agreed period the temporary telephone line is cancelled or based on a written requirement of the Customer changed into a permanent telephone line. The method of implementation and cabling during the telephone line installation or consequent changes is to be decided by the Provider.

Article 2

Fixed Line

- (1) The Fixed Line enables access to public telephone service at the end point on the analogue subscriber interface based on the technical specification published by the Provider.
- (2) The Provider installs Fixed Line with a separate cabling. Exceptionally, where the technical conditions for the Fixed Line installation with a separate cabling are not created, it may install a two-party line.
- (3) A two-party line represents 2 (two) fixed lines that are connected to a telephone exchange through one cable. A new two-party line shall be installed by the Provider only temporarily until the technical conditions for the change to the fixed line with separate cabling are created. In case of two-party line Customers may use their fixed line to make calls without mutual interferences or interception of calls, however they cannot use the line simultaneously and they cannot call each other.
- (4) The following equipment may not be connected to a two-party line:
 - a) connecting or switching terminal equipment,

- b) host exchanges,
- c) imaging equipment,
- d) automatic dialling and security equipment.

Article 3

Digital Line ISDN

- (1) Digital Line ISDN provides access to electronic communications services on digital subscriber interface according to the technical specification published by the Provider. It provides public euroISDN services based on integration of voice and non-voice services. euroISDN services enable information transmission by the digital channel basic speed of 64 kbit/s.
- (2) The Proponent (Subscriber) selects the specific technical configuration of Digital Line ISDN. The possibilities of technical configuration are based on the selection of digital line ISDN, type of connection and additional services. Connection represents a set composition of physical lines with a complementary service of multiple subscriber number (MSN) and multiple access/line hunting (MA/LH) or direct dialling in (DDI).
- (3) The Digital Line ISDN2 (Basic Access-BA) provides Customer two separate digital communication channels of 64 kbit/s marked as B- channels and one signalling D channel of 16 kbit/s that provides for transmission of subscriber signalling and transmission of subscriber data. The structure of transmission is marked as 2B+D.
- (4) The end point of Digital Line ISDN2U is a reference point U. The interface specification of the Digital Line ISDN2U in the reference point U relies on the technical report ETSI ETR 080.
- (5) For Digital Line ISDN2 or ISDN2plus the end point is the network termination NT1. If the telecommunications sockets RJ45 are located on the outer side of NT1, they are considered as the end network point. Since January 18, 2005 basic access line with this end point have not been installed any more.
- (6) The Digital Line ISDN2 can be installed in one of the following ways:
 - Type A – one Digital Line ISDN2 with a passive bus and additional service of multiple subscriber number (ISDN2A);
 - Type C – two or more Digital Lines ISDN2 with an additional MA/LH service (ISDN2C);
 - Type D – one or more Digital Lines ISDN2 with an additional service of direct dialling in (ISDN2-D).
- (7) The Digital Line ISDN30 (Primary Rate Access – PRA) provides the Customer thirty independent digital (B) channels of 64 kbit/s and special signalling (D) channel of 64 kbit/s. The transmission structure is marked as 30B + D.
- (8) The end point of the Digital Line ISDN30 is the network termination NT1. NT1 can be equipped with a built-in source for restricted feeding of connected termination equipments.
- (9) The Digital Line ISDN30 is installed as type E connection, which means as one or more primary lines with an additional MA/LH service (ISDN30E-M) or additional service direct dialling in (ISDN30E-D).

Article 4

Digital Line 2MBL

- (1) The Digital Line 2MBL is installed as thirty subscriber digital communications channels of 64 kbit/s each in the configuration of outgoing and incoming channels selected by the Customer and additional services of multiple access/line hunting and direct dialling in. The Digital Line 2MBL is installed in the end point on the subscriber interface according to the technical specification published by the Provider.
- (2) The Digital Line 2MBL is intended for connection of a digital branch telephone switch to the public telephone network. Based on the Provider's technical possibilities it can be also used for connection of other terminal telecommunications equipments.

Article 5

VoIP line

- (1) VoIP line enables accessing public telephone service by means of VoIP technology. Using the VoIP line, you can make a voice call through data network or Internet. Facsimile communication

and data transport in the call range are not guaranteed. These services are provided under the trademark of VoIP Connect, O₂ Virtual Exchange and O₂ Unlimited Line.

- (2) The Subscriber can select a specific technical configuration of the VoIP line. The technical capabilities of the configuration depend on the VoIP service, type of connection and complementary services under the price list.
- (3) VoIP line makes it possible for the Customer to make a voice call as well as further services, either via telephone interfaces such as BRI, PRI, POTS, E1 (hereinafter „telephone interface“) or data interfaces using protocol SIP or H.323 (hereinafter „data interface“).
- (4) O₂ Virtual Exchange and O₂ Unlimited Line enable the Customer to make calls and access functions of the hosted PBX in a data interface with the SIP protocol. Facsimile communication and data transport in the call range are not guaranteed. The service is implemented at current terminal points of the Customer's data or internet line through the appropriate terminal equipment.
- (5) To be able to make a voice call or another service over the telephone interface, you must use VoIP gateway to transport calls received from the telephone interfaces into data to be further distributed across a data network or Internet and vice versa.
- (6) VoIP line can be installed in one of the following types of connection:
 - Telephone interface:
 - a) Fixed VoIP line, single telephone connection (line);
 - b) Fixed VoIP line, connected in series of two or more telephone connections concentrated by a complementary services called Line Hunting;
 - c) VoIP ISDN₂ line, type A as one digital ISDN₂ line with a passive bus incl. a complementary service called Multiple Subscriber Number (VoIP ISDN₂ A);
 - d) VoIP ISDN₂ line, type C two or more digital ISDN₂ lines concentrated by a complementary services called Line Hunting (VoIP ISDN₂ C);
 - e) VoIP ISDN₂ line, type D one or more ISDN₂ digital lines with complementary service Direct Dial In (VoIP ISDN₂ D);
 - f) VoIP ISDN₃₀ line, type E will provide the Customer with thirty independent call channels, installed as one or more lines concentrated by a complementary service called Line Hunting or Direct Dial In;
 - g) 2Mb VoIP line is installed in the form of one or more 2Mb lines concentrated by a complementary service called Line Hunting or Direct Dial In;
 - Data interfaces:
 - a) VoIP SIP single line jako samostatná přípojka s protokolem SIP;
 - b) VoIP SIP line, series of one or more connections with SIP concentrated by a complementary service called Line Hunting;
 - c) VoIP SIP line dial in - as one or more lines with SIP concentrated by a complementary service called Direct Dial In;
 - d) VoIP H.323 line, series of two or more lines with H.323 protocol concentrated by a complementary service called Line Hunting;
 - e) VoIP H.323 line, DDI as one or more lines with protocol H.323 concentrated by a complementary service called Direct Dial In;
 - f) IP Centrex
 - g) O₂ Virtual Exchange;
 - h) O₂ Unlimited Line.
- (7) Point of termination of VoIP line is a relevant telephone interface placed in the Provider's VoIP gateway.
- (8) If the VoIP gateway is owned by the Customer or another party than the Provider or is not in use, the point of termination of the VoIP line will be identical with the point of terminations of the Customer's data / Internet line to which the VoIP has been installed.

Article 6

Telephone Number

- (1) Any telephone line shall be assigned a national number (telephone number) in accordance with the Numbering Plan of Public Telephone Networks which is listed in the telephone directory.
- (2) The telephone number consists of nine digits and contains code of numbering area to which the telephone line is located. The telephone number of the telephone line is defined by the Provider and it can change it if it is necessary from the technical or operations reasons and/or if the numbering plan is changed by the state authorities. The Provider shall inform the Customer (Subscriber) about the change in writing at least one month in advance. The Customer shall not be entitled to compensation for damages or losses caused by the change of the number.
- (3) If more Fixed Lines are connected in a series, one Fixed Lines number is used as an access number. The Fixed Lines combined with the dial-in service are available under a dial-in telephone number.
- (4) Maximum 8 (eight) telephone numbers (MSN) can be allocated to a Digital Line ISDN2 of A type. One MSN is designed as a main telephone number. This telephone number is used in the network for the purposes of identification and charging in those cases when the network does not contain information about the specific MSN.
- (5) Digital Lines ISDN combined with multiple access/line hunting service are available under the serial telephone number of C and E type (the main telephone number). Digital Lines ISDN combined with the dial-in service of D and E type are available under a dial-in telephone number. The main telephone number consists of the dial-in number.
- (6) (6) If multiple VoIP lines are connected in a series, the access number of the series will be the number of any VoIP line connected in a series. VoIP lines concentrated by the DDI service will be available under a telephone number from the DDI range.
- (7) Upon the Customer's (Subscriber's) request the Provider shall provide for a change of the telephone number, if it has technical capacity, which must be done in accordance with the Numbering Plan and for a Price List fee. Alternatively it may provide for a selection of a number from the free capacity of numbers allocated to the Provider by the Authority for the respective telephone circuit. If this results in a renumbering, the Provider shall enable the Customer a free selection of the number under the same conditions.

Article 7

Telephone Lines for Public Utilisation

- (1) Telephone lines for public utilisation serve for rendering telephone services to the public. The Provider installs them for a large number of persons. These include public call offices, public telephone stations and public payphones.
- (2) Public call offices are installed as basic lines of the Provider in its premises or premises of Česká pošta, s.p. (Czech Post) or in other locations. Public call offices serve for making local, long-distance and international calls in semi-automatic traffic including an access to selected services valid for national and international semiautomatic telephone traffic. Public call offices cannot be used to send a fax or data and to make conference calls.
- (3) Public telephone stations (hereinafter as the PTS) are telephone lines installed for legal or natural persons from which the public may call and send telegraphs during the opening hours. The PTS shall be installed only in communities that fail to comply with the population criterion relating to the number of public phone boxes in terms of administration universal services. They are installed under the same conditions applicable to the installation of basic lines. The operation guaranteed by a separate contract between the Provider and public telephone station administrator. The public telephone station administrator shall provide for the delivery of telegraphs and notices after their receipt in the given circuit of the municipality and within the deadline for their delivery. For each individual use of the public telephone station the administrator shall be entitled to charge a fee to the Customer for the provided service and for the use of the public telephone station in accordance with the valid Price List.
- (4) The public payphone enables to make all kinds of calls in the automatic operating regime:
 - a) Local calls;

- b) Long-distance calls;
 - c) International calls;
 - d) Calls to Provider's information services.
- (5) Access to the public telephone service from a public payphone provided round o'clock on the whole territory of the Czech Republic with the exception of cases when access to a public payphone is limited by the opening hours of premises where the payphone is located.
- (6) The public payphone has a character of public service telecommunications equipment.
- (7) The public payphone can be also used in the passive telephone communication, i.e. for calls made from the public telephone network to the public payphone. The telephone number of each public payphone is visibly displayed on the public payphone or on its display.
- (8) The public payphone enables access to emergency calls without the use of coins or telephone card.

Article 8 Extension Line

- (1) An extension line is a telephone line including an extension telephone socket that is connected to the exchange behind the end network point indirectly through a switching or connecting equipment.

Section III. Automatic Telephone Connection

General Provisions

- (1) Automatic telephone connection is an operating regime that enables Customers of the public telephone service to make calls by direct dialling of a national or international number through a terminal equipment.

Article 1 Automatic National Telephone Connection in the Czech Republic

- (1) Automatic national telephone connection in the Czech Republic represents all automatically made calls within the fixed public telephone network of the Provider and networks of other operators interconnected with the Provider's network in accordance with the valid interconnect agreements on the territory of the Czech Republic.
- (2) Automatic national telephone connection can be split into local automatic telephone connection and long-distance connection. The local automatic telephone connection represents all calls made automatically within one telephone circuit. The long-distance telephone connection represents all automatically made calls between telephone lines connected in different telephone circuits.
- (3) In the case of automatic telephone connection calls are made by direct dialling of a telephone number of the given line.
- (4) The automatic national telephone connection provides access to services with non-geographical numbers (e.g. toll free numbers Green Line, Blue Line, Datarif, etc.) and to networks of other providers of public telephone service. This access is made through access numbers defined in the Public Telephone Network Numbering Plan.

Article 2 Automatic International Telephone Connection

- (1) The automatic international telephone connection represents all automatically made calls between national public communications networks in the Czech Republic and communications networks of operators of other countries that are technically and organisationally integrated within the international communications network. The automatic international telephone connection is governed by the respective provisions of the valid Price List.
- (2) Within the automatic international telephone connection calls are made by direct dialling of prefix "00" for international calls, (except for 00 420 and a national number, which is a national call), country code and national telephone number of the called party.

- (3) A list of countries to which it is possible to make automatic international calls (including prefix, country code and area code of selected cities) is listed in the Price List or in the introductory part of the Yellow Pages.

Section IV. Operator Assisted Services

Article 1

General Provisions

- (4) Operator assisted services include:
 - a) Semiautomatic national calls without other services
 - b) Semiautomatic international calls without other services
 - c) Semiautomatic emergency calls
- (5) Operator services are rendered by the Provider within the public communications network through operators that based on Customers' requirements facilitate the required call. The operator services are provided round o'clock.

Article 2

Requirements for Semiautomatic Calls

- (1) Requirements for calls are made through access numbers of individual notification centres of the Provider.
- (2) Requirements for national calls can be made by dialling following telephone number 133002. For national calls the Customer has to specify:
 - a) the calling party telephone number;
 - b) the called party telephone number.
- (3) Requirements for international calls can be made by dialling access numbers 13300x where x is the specific number of the notification centre for the given country or group of countries. Some numbers of notification centres for international calls are listed in the telephone directory. For international calls the Customer has to specify:
 - a) the calling party telephone number
 - b) the country code and the name of the country of the called party;
 - c) area code of the called party.
- (4) Requirements for emergency calls are made by dialling the telephone number of the Provider's notification centre (133002).

Article 3

Types of Semiautomatic Telephone Calls

- (1) **Emergency calls** – calls that any Customer may ask for. These are emergency calls concerning the situations endangering human life, health or property for the purpose of calling the rescue teams or police during the natural disasters, accidents, crimes or crisis situations. Emergency calls are provided free of charge.
- (2) **State call** – the call that can be made under the given conditions in line with laws and international conventions:
 - a) President of the republic;
 - b) Prime Minister, Vice-Prime Minister and other members of the Government of the Czech Republic;
 - c) Diplomatic representatives, consular officials, bodies of the Organisation of United Nations.
- (3) **Service call** – calls made exclusively by Provider's employees in job related matters.
- (4) Within the national semiautomatic telephone calls the Providers guarantees **facultative** services specified bellow:
 - a) **Personal call** – application for a long-distance call accompanied with a requirement based upon which the called party is informed that the applicant wishes to talked to a particular person of the given surname or identified by any other way (position, language knowledge etc.) or with a certain extension line.

- b) **Personal call with a facilitator** – application for a long-term call accompanied with an invitation of a specific person named by the applicant to the call.
- c) **Collect call** – application for a long-distance call accompanied with a request based upon which the price of the call is charged to the called party if the called party agrees with the payment for the call and other prices for the provided services.
- d) **Conference call** – call made between at least three and maximum 28 telephone lines.
- e) **Call for data transmission** – application for the data exchange between the telephone lines specially equipped for data transmission in the speech band.
- f) **TELEFAX customer calls** – fax transmission of messages between the telephone lines equipped with the equipment for transmission and reception of fax messages in the speech band.

The full list of operator assisted services including the prices of these services can be obtained at the Provider's contact centres and in the Price List.

- (5) The Provider ensures access to other public communications networks and to selected services with non-geographical access numbers in national semi-automatic telephone traffic through the Provider's operator centre, especially to:
 - a) Public mobile networks;
 - b) Networks of other legal entities providing public telephone services in accordance with ZoEK;
 - c) Services with non-geographic numbers (e.g. Green Line, Blue Line, Datarif, etc.).

Article 4

Types of Calls in the International Semi-automatic Telephone Connection

- (1) Within international semiautomatic telephone calls, the Provider provides for types of calls according to paragraph (1) to (4) of the Article 3 of this section and the following types of calls and services.
- (2) **Personal call** – application for an international call accompanied with a requirement based upon which the called party is informed that the applicant wishes to talk to a particular person of the given surname or identified by any other way (position, language knowledge etc.) or with a certain extension line.
- (3) **Personal call with a facilitator** – application for an international call accompanied with an invitation of a specific person named by the applicant to the call.
- (4) **Collect call** – application for an international call accompanied with a request based upon which the price of the call is charged to the called party if the called party agrees with the payment for the call and other prices for the provided services.
- (5) **Credit card call** – an international call for which a calling party needs to give its credit card number which will be charged for the completed call. The information on countries to which the credit card call can be made shall be provided by the Provider's operator centre.
- (6) **Direct call service to the Czech Republic** – CZECH DIRECT. The service enables through a special access number to apply for a call from abroad at the Provider's operator centre. The communication during the application for calls is in Czech. The operator centre will provide for the connection of the required call within the public telecommunications network of the Czech Republic. The application for a call from abroad is free. The price of call is charged to the called party in the Czech Republic.
- (7) **Direct call service from the Czech Republic** – HOME COUNTRY DIRECT. The service enables through a special access number to apply for calls from the Czech Republic directly at the operator's centre of the respective country with which this service has been agreed. The service is available from any telephone line of the Provider from which it is possible to make an international call. The price of call will be paid by the called party abroad.
- (8) **Conference call** – the call made between three to 28 telephone lines.

Section V. Telephone Directories, Information Service on Telephone Numbers

Article 1

Telephone Directories

- (1) Upon request of a Customer (Subscriber) and with its consent, the Provider shall publish the personal or identification information (hereinafter as the record) of the Customer (Subscriber) in the telephone directory.
- (2) The purpose of the printed and electronic directory is search for a detailed contact about the Customer (Subscriber) according to the surname and name with the address or according to the commercial company or name with the seat or place of business or required minimum number of other identification elements. The purpose of printed and electronic directory is also to publish advertising and marketing notices.
- (3) The Customer's personal data (natural person) include: name, surname, pseudonym, title, place of residence, telephone number and e-mail.
The Customer's personal data (legal entity) include: commercial name, address of the seat or address of the organisational unit and telephone number of the branch and e-mail.
- (4) Publishing of a record in the scope of personal or identification data is considered a basic (standard) publishing that is free of charge.
- (5) The scope of the basic free-of-charge publication of additional telephone numbers within one record is defined in the Provider's Pricelist.
- (6) Any further information on electronic communications services used by the Customer (Subscriber) are published in the telephone directory as a part of non-standard listing and they are charged at a defined price.
- (7) The Provider shall ensure free of charge upon the requirement of its Customer (Subscriber) that his/her personal and identification data are not published in the telephone directory. No information shall be provided about these Customers to the public in the telephone directory and information centres of the Provider.
- (8) The Provider shall publish free of charge upon the requirement of its Customer that his/her personal data listed in the telephone directory must not be used for marketing purposes.
- (9) The Provider shall provide free of charge upon the requirement of its Customer, especially in connection with the change of his/her personal or identification data, due to the cancellation of telephone line, or upon the requirement for a change within the standard record, for the repair or deletion of data listed in the telephone directory within the closest deadline for the handover of the record to a printing house.
- (10) In accordance with valid legal regulations the Provider is obliged upon the requirement of a person, that provides public information service on telephone numbers or provides lists of subscribers, to pass available records to such a person in the scope of standard publication with the exception of data on subscribers that rejected their listing in the telephone directory.
- (11) Requirements of subscribers of other businesses providing public telephone network regarding publication or non-publication of the information that personal data published in the telephone directory may not be used for marketing purposes or regarding changes of the scope of the published directory, correction or deletion of information published in the telephone directory are processed by the Provider based on updates handed over by the respective business providing public telephone service or by the subscriber request, and executed in the next term of handover of the record for publication by the approved body.
- (12) The provider shall publish a pseudonym only on condition the pseudonym:
 - a) its content is not in conflict with the law of the Czech Republic (especially a pseudonym the content of which supports or promotes a movement that demonstrably leads to suppression of human rights and freedoms or it proclaims national, racial, religious or class hatred or hatred towards another group of persons or the content of which dishonours a nation, its language, an ethnic group or race or a group of persons for their political belief or the content of which offends other person's rights or education of the youth)

- b) its meaning is in conflicts with good manners (especially a pseudonym which conflicts with the generally accepted ethical standards of the society and as such it is considered indecent, insulting, pejorative, etc.).
- (13) A pseudonym is understood as a different expression of the first name and second name of a physical person. A pseudonym is not understood especially as the following:
- name of office,
 - profession or industry,
 - advertising information,
 - detailed description of office location,
 - structure of company organisation (names of departments, switchboard operator, etc.).

Article 2

Information Service on Telephone Numbers of Customers (Subscribers) of Public Telephone Service

- (1) Information about telephone numbers of customers (subscribers) of public telephone services to be published (hereinafter as the Information) is provided via call centre of the Provider.
- (2) Information is provided on all telephone numbers published in the telephone directory. When providing information on telephone numbers, the information on Provider's Customers shall not be preferred to the information on Customers of other providers of the publicly available telephone service.
- (3) Any requirements for information about a specific telephone number are addressed to the operator centre on the telephone number 1180. The Customer is obliged to specify:
- a) Customer's (Subscriber's) name and surname of the required telephone line in case of a natural person;
 - b) Name of the company or a different entity;
 - c) Address on which the required telephone line is located.
- (4) The Provider renders other services related to the provisioning of information on telephone numbers of public telephone service subscribers. These include for example:
- a) Connection of the call to the searched number;
 - b) Field search (search for a telephone number of the public telephone service subscriber according to its business focus);
 - c) Passing of the information on the search telephone number by short messaging system (SMS) or by e-mail.

Section VI. Other Services to the Telephone Line

Article 1

Change of the Telephone Line

- (1) The Provider makes the following changes based on its own discretion:
- a) A Fixed two-party Line to a Fixed Line with an independent connection;
 - b) A Fixed Line with price discounts to a fully paid Fixed Line;
 - c) A public telephone station to a fully paid Fixed Line.
- (2) Upon the Customer's (Subscriber's) requirements the Provider makes the following changes:
- a) A basic two-party line to a basic line with an independent connection;
 - b) A temporary telephone line to a permanent telephone line;
 - c) A fully paid telephone line to a basic line with price discounts and vice versa;
 - d) A public telephone station to a fully paid basic line and vice versa;
 - e) A basic line or a digital connection of 2048 kbit/s to an euroISDN and vice versa;
 - f) Basic lines to digital lines of 1028 kbit/s and vice versa;
 - g) Convert fixed line, 2Mb digital line or ISDN digital line into VoIP line and vice versa.
- (3) The changes under paragraph (1) a) at Provider's own discretion can be made under the assumptions specified in paragraph (2) and (3) of Article 2, Section II; the changes under paragraph (1)(a) will be made by the Provider only if the two-party line becomes into a single basic line. The change to a fully paid basic line under paragraph (1) b), (2) c) and d) will be made

by the Provider if the reasons for price discounts or for keeping this line character are no longer valid.

- (4) The Provider shall inform the Customer about the prepared change in accordance with paragraph (1) (c) hereof in writing before making any such change.
- (5) The change of a basic line or 2048 kbit/s digital line to euroISDN line and vice versa is made on the assumption this is a basic line with cables that are not interrupted by a remote part of the telephone switch or concentrator. For euroISDN / basic line / 2048 kbit/s digital line installation it is necessary to make sure that the newly installed euroISDN line / basic line / 2048 kbit/s digital line must have the same address as the original euroISDN line / basic line / 2038 kbit/s digital line intended for the change.

Article 2

Transfer and Relocation of the Telephone Line

- (1) Based on the Customer's (Subscriber's) requirement the telephone line can be transferred for a fee specified in the Price List to a different place within the Provider's public telephone network if the following assumptions are met:
 - a) The Customer is an authorised user or owner of premises or real estate to which the telephone line is to be transferred;
 - b) The transferred line is not burdened by any past due liabilities for the provided services and other related activities;
 - c) The Customer shall specify the identification and other data associated with the transfer of the telephone line and shall submit the documents to the Provider upon its request proving the correctness of the presented data.
- (2) The Provider shall transfer the telephone line to a new place based on its technical possibilities and within the deadline reflecting the order of received requirements. If the requirement does not meet the assumptions specified in paragraph (1) hereof, the Provider is authorised to reject it.
- (3) The transfer means the relocation of the telephone line to a different place in the same building or a different building located on the same owner's continuous land plot. The owner's continuous land plot also means such land plot that is divided by one public communication or more communications (if they are parallel to each other) and the cables cross the road only once. The public communication means the public road, public railway and watercourse. The assumptions specified in paragraph (1) hereof shall apply to relocation. The telephone line relocation is made based on the technical capabilities of the Provider for a fee resulting from the Price List.
- (4) If the basic party line is changed to a basic independent line, the new price for its use shall be set in accordance with the Price List.

Article 3

Installation of a Telephone Line by Transfer

- (6) The installation of a telephone line by transfer (hereinafter referred to as the installation of a telephone service by transfer) shall be made by the Provider at simultaneous compliance with the following assumptions:
 - a) The current Customer (Subscriber) shall provide a written consent with the transfer;
 - b) The Customer (Proponent) requiring the transfer is an authorised user or owner of premises or real estate where the telephone line is located;
 - c) The Customer (Proponent) shall mention in the specification the required identification and other data about itself and shall present to documents to the Provider upon its request confirming the correctness of submitted data.
- (7) Potential conditions to which the existing Customer bound its consent with the transfer shall not be taken into account.
- (8) The Provider shall install the service by transfer without the written consent of the existing Customer only in the following cases:

- a) The existing Customer passed away, its is missing and the Customer requiring the service installation by transfer is a natural person that is an authorised user or owner of the premises or property where the telephone line is located;
 - b) The Customer requiring the service installation by transfer is a legal entity or a natural person that has its own business and that can prove it has assumed all rights and obligations of the transferred, merged, split or dissolved company or other entity that was the Customer (Subscriber) or the telephone line and at the same time it is an authorised user or owner of premises or property where the telephone line is located.
- (9) The current Customer is obliged to pay all prices of services and related activities provided until the day of transfer on the telephone line that is being transferred.
 - (10) On the day of transfer the new Customer assumes the rights and obligations resulting from the concluded contractual relationship.
 - (11) If it is not possible to install the service by transfer due to the reasons on the side of the new Customer, the contractual relationship with the original Customer will be terminated as of the required date.
 - (12) From the time of Specification acceptance until the date of transfer the change of the Customer (Proponent) is not possible. In such a case it is necessary to take the following steps:
 - The Customer (Proponent) that has the Specification concluded with the Provider has terminated this partial contractual relationship and
 - The new party interested in the public telephone service (telephone line installation) concluded the new contractual relationship with the Provider in accordance with these Operating Conditions.

Article 4

Temporary Suspension of the Telephone Line Operation upon the Customer's (Subscriber's) Request

- (1) Upon the Customer's requirement the Provider shall provide for a temporary suspension of the telephone line operation.
- (2) The temporary suspension of the telephone line operation upon the Customer's (Subscriber's) request shall not exceed the period of 6 (six) consequent months since the date of service installation. If the Customer does not order the renewal of the line operation after the expiry of this period or after the expiry of the period for which the suspension has been agreed to, the operation of this line will remain suspended under the conditions specified in the Price List.

Article 5 Additional Services

The Provider provides the following additional services within the public telephone service:

- (1) Direct dialling in.
- (2) Call rerouting.
- (3) Tone dialling.
- (4) Outgoing call barring.
- (5) Incoming call barring.
- (6) Unconditional call forwarding.
- (7) Call waiting.
- (8) Direct Dialling In (DDI) is a complementary service that enables to connect telephone lines into one logical point with direct dialling in.
- (9) Multiple Access/Line Hunting (MA/LH) is a complementary service that enables to connect telephone lines into one logical point accessible through one telephone number (controlling number of the serial connection).
- (10) Multiple Subscriber Number (MSN) is a complementary service that enables to allocate more telephone numbers to one basic access euroISDN line. During the incoming call one or more terminal equipments connected to this basic access line are selected based on the called number. Allocation of telephone lines to terminal equipments falls into the Customer's responsibility.

The full description of provided additional services and other complementary services including the possibility of euroISDN or VoIP lines configuration or services using a part of the public telecommunications network designed for public telephone service an access network, including the prices and conditions of these services, can be received at Provider's contact points and can be found in the Price List.

Article 6 Xcall Service

Within the international telephone service it is possible to use Xcall service that offers discounted calls to selected countries. This service is accessible through an access prefix 970 that is dialled before the called number abroad (including the international code 00 and the country code). The service cannot be combined with calls made through the prepaid telephone card. Further conditions and prices of calls made through Xcall service are specified in the Price List.

Article 7 E-Account Service

E-Account service provides the Customer (Subscriber) with an access to billing information concerning the provided services. The E-Account service is provided only through the E-Account website <http://www.e-ucet.cz>. Further conditions and prices of E-Account service are specified in the Price List.

Article 8 Telefax Service

Telefax service serves for the transfer of documents via the public telephone network. Within the Telefax service it is possible to use the approved terminal telecommunications equipment.

Article 9 Voice mail

- (1) Voice mail service consists in the creation of a voice box for recording and storing messages. Incoming calls are rerouted to this box in the case that the called party does not respond the phone, the called telephone line is busy or the called party forwarded these calls to a voice box

- (2) There are three types of the service:
- a) Voice mail Virtual is installed as a standalone service, totally independent of a telephone line. A separate agreement between the Customer and the Provider will be signed for the usage of the service. Starting from 1 February 2008, the service is no longer installed.
- The following types of Voice mails are always installed to a telephone line. The numbers of these Voice mails are derived from the telephone numbers of the relevant telephone lines. In such a case, the service is provided as a complementary service to the telephone line.
- b) Voice mail Komfort
 - c) Voice mail Profi
- (3) Voice mail Komfort and Profi can be installed for Customers (Subscribers) of fixed telephone lines connected to digital switches (not lines connected to secondary PBX lines) using a telephone set which enables DTMF control. Each such a telephone line allows the installation of one Voice mail.
- (4) To each type of Voice mail a service called „ Voice mail e-mail“ can be activated. This service will notify the Voice mail user of the storing of a new message in the box by sending e-mail message to up to five customer-defined addresses. Voice mail messages may be attached to e-mail messages. E-mail service will be activated within two business days from Customer application.
- (5) After the activation of Voice mail E-mail service the Customer can set up all functions and parameters of its voice mail via Internet application Voice mail Profile. He/she can write and change e-mail addresses for notification, select the standard e-mail notification without the attachment or with the attachment, change the password for the telephone access and password for access to Voice mail Profile application etc.
- (6) The Provider reserves the right to cancel the Voice mail service that is not in use for six consecutive billing periods
- (7) Further conditions and prices of Voice mail service are specified in the Price List

Article 10

Call Detailed Records

- (1) The service of call detailed records consists in processing of detailed records about the calls into a printed summary called “Call Detailed Records”. The service is provided under the conditions specified hereunder and in the efficient Price List.
- (2) The Provider provides upon the Customer’s (Subscriber’s) requirement:
 - a) The detailed breakdown of outgoing calls for the billing period (hereinafter referred to as the call detailed records). These records constitute a part of regular billing of fees for services. The data provided within the call detailed records and their structure are specified in paragraph (3) hereof;
 - b) The detailed breakdown of outgoing calls for the past billing periods defined by the Customer (hereinafter referred to as the retroactive records). The retroactive records can be provided for the whole billing period or its part but maximum for six (6) billing periods prior to the accounting period in which the requirement is raised. The retroactive records do not constitute a part of regular billing. The data provided within the retroactive records and their structure are the same as the data and structure of the call detailed records (see article (3) hereof);
 - c) The detailed records on incoming calls (hereinafter referred to incoming call records) for selected services (e.g. in Green Line) consist in processing and submission of records on incoming calls for the given service in the form of a printed document. The incoming call records are provided repeatedly within the deadlines defined for the monthly billing for the specific line. The incoming call records are delivered to the Customer in writing as an attachment to the regular billing to the address required by the Customer;
 - d) Upon the Customer’s (Subscriber’s) requirement the call detailed records service is also provided for calls made within Telekonto service.
- (3) The call detailed records contain the following data on individual calls that are always specified on separate lines of the printed document:

- Type of call (local and long-distance – to the Provider's network, local and long-distance to fixed networks of other providers, international calls to fixed networks, international calls to mobile networks, to mobile networks in the Czech Republic, to Internet services, etc.);
 - Date of call;
 - Time of call start (hour, minute);
 - Called number, i.e. the Subscriber's telephone number if it is an international call including the international call prefix 00, country code and national area code. In case of calls to services, calls to fixed networks of other providers, calls to mobile networks etc. it always includes the access service code or access number (national area number) of the respective telecommunications network;
 - Call direction (e.g. name of the target telecommunications circuit, name of the provider's network etc.);
 - Time of charged connection (hour, minute, second);
 - Type of traffic (off-peak, peak, night, Internet I, etc.);
 - Price charged for each individual call in CZK;
 - Total price billed for individual types of calls;
 - Total price of calls made in the given billing period in CZK.
- (4) The detailed breakdown is delivered to the Customer in writing as an attachment to the regular bill for services to the address required by the Customer.
 - (5) The call detailed records can be provided for all types of automatically switched calls (outgoing calls) or only for some types of calls or their combinations specified in the Price List.
 - (6) The Provider shall guarantee based on the Customer's requirement protection of Customer's privacy and under the conditions specified in the Price List masking of a part of the called telephone number shown on the call detailed records.
 - (7) Further conditions and prices of call detailed records are specified in the Price List.

Article 11

CLIP Service – Calling Line Identification Presentation

- (1) The CLIP service enables the calling Customer to present the calling party's number.
- (2) CLIP service is intended for Customers (Subscribers) of basic telephone lines connected to the switch through the analogue equipment. The Provider installs CLIP service according to its technical capacity based on the Customer's order. The service parameters cannot be changed or set up.
- (3) The service is provided based on mutual agreement between the Customer and the Provider as a part of valid contract as a complementary service to the installed basic telephone line.
- (4) The calling party number is only passed to the terminal equipment in the quiet status. If the called Customer accepts the call or before or during the first time delay between the ringing signals, the calling number is not passed.
- (5) The format and method of display of the number of the calling party depends on the specific type of the terminal equipment (telephone apparatus/terminal). The terminal equipment is not a part CLIP service.

Article 12

SMS Service

- (1) The service is intended for Customers (Subscribers) of the fixed telephone network of the Provider who have an SMS terminal equipment connected to the basic line or basic access euroISDN line supporting writing, sending and receipt of SMS and have the CLIP service activated. Without CLIP service it is possible to send SMS, however the receipt is only possible in the voice format.
- (2) The service enables two-way transmission of SMS using the Fixed SMS centre that provides for receipt and storing of SMS and their consequent delivery to other communications networks or back to the fixed telephone network of the Provider. The Fixed SMS Centre will enable all

customers to receive SMS written from other communications networks to their terminal equipments.

- (3) The Customer has the right to use the service based on its decision and in line with these Operating Conditions but the service parameters cannot be changed by the Customer.
- (4) To provide for billing of send SMS the Provider uses the identification of the telephone line from which SMS was sent. If this identification is restricted from any reason, SMS will not be accepted by the Fixed SMS Centre for further delivery.
- (5) If a terminal equipment is connected to the telephone line that does not support SMS (e.g. classical telephone set) or the telephone line does not have functional CLIP service, the delivered SMS will be changed by the Fixed SMS centre into an artificial speech and will be delivered to the Customer in the voice format. The transfer of the text to the artificial speech is automatic and the transfer and delivery of an SMS in the voice format is made without human interference.
- (6) SMS service can be also used from public payphones that are equipped with an adequate technical device. These public payphones only enable to send the message. The Service cannot be used from the VoIP line.
- (7) The Provider guarantees the delivery of SMS in the text format in the telephone network that it operates. It also guarantees passing of SMS for delivery to other telecommunications networks, however it cannot guarantee its successful delivery.

Article 13

Uniform Number Service

- (1) The uniform number (hereinafter referred to as UN service) enables to make calls by maximum five-digit telephone numbers starting with one with the exception of national emergency numbers.
- (2) The UN service is installed based upon the Customer's requirement if it holds the Decision on Number Allocation (hereinafter referred as the Decision).
- (3) Unified numbers are structured according to the character of provided services as follows:
 - National services for the handicapped;
 - National services with foreign language speaking operators;
 - National social and health care services;
 - National emergency services;
 - National information services;
 - National information and offering services;
 - Emergency services.
- (4) The UN service enables in automatic telephone connection to provide for the connection of the Customer to a selected line through the allocated number of UN service. The connection can be made from any telephone line operated by the Provider or telephone lines of other providers of public telephone service if they have the interconnect agreement concluded with the Provider and are interconnected.
- (5) The UN service can be provided via the operator or by automatic voice equipment of the Provider (automatic voice message). If the service is provided via the operator the UN service customer must have connections in place, the number of which is set in the Decision of the Office on number allocation. During the operation through the Provider's voice equipment, no special cabling is needed, the connection is only made in the telephone exchange.
- (6) The length of information provided by automatic voice equipment of the Provider is set per one capacity unit. The capacity unit is a three-minute interval.
- (7) If the UN service Customer does not have at least one connection operated via the operator in each attraction circuit of the transit switch of the Provider, it is necessary for the UN service to install in this transit switch connection or connections with an additional service of Fixed Call Forwarding to the allocated connection or connections of the operator centre of the UN service Customer.

- (8) The total number of connection lines set in the Decision does not exclude the necessity to install lines without connecting cabling pursuant to paragraph (7) hereof.
- (9) The assigned line can be any telephone line or other Provider's service based on selection of the UN service Customer. If telephone lines of other natural or legal persons are used as the assigned lines, the Customer must submit the consent of this Subscriber with the use of its telephone line for UN service. The required UN service configuration shall be specified by the UN service Customer in the form "Uniform Number – Technical Service Specification" that constitutes an annex to the Contract.

Article 14

Identification of Malicious or Annoying Calls Service

- (1) The service of identification of malicious or annoying calls (IMC) consists in processing and consequent submission of written records on incoming malicious or annoying calls to the basic line or euroISDN line (hereinafter referred to as the "line") of the Customer. The completed incoming calls are calls that were answered by the called party.
- (2) All data provided within IMC service are subject to protection under special laws and ZoEK.
- (3) The IMC service can be provided to all Customers (Subscribers) of the Provider that use technically capable terminal equipment meeting the legal conditions defined by ZoEK, Act No. 22/1997 Coll. on Technical Requirements for Products and Changes and Amendments to Some Acts as subsequently amended and related regulations of the government issued for its implementation, especially the Regulation of the Government No. 436/2000 Coll., as subsequently amended.
- (4) The IMC service is provided as:

a) Repeated Identification.

This is the service installed by the Provider and controlled by the Customer. The service is provided either for the definite period (maximum 3 months) or for the indefinite period. This type of identification usually enables to identify not only Customers (Subscribers) of the Provider but also customers of other providers of the public telephone service – mobile, fixed and foreign. The service enables the Customer to enter during the call the instruction for identification of a malicious or annoying call. The activation of the identification process cannot be recognised by the calling party. The Provider informs the Customer about the activation of the service and the method of co-operation in the call identification. The Provider makes a test call during which it verifies the correct control and functioning of the service. The Provider ensures the submission of the statement of identified incoming calls to the Customer by mail or through its commercial representative no later than within fourteen (14) calendar days of the completion of the period in which the identification was made, unless agreed otherwise. If no malicious or annoying call was identified during the given period, the statement will not be prepared.

NOTE: The IMC service cannot be provided in combination with other activated additional services. The Customer is informed when he orders the service about the complementary services that the IMC service cannot be combined with.

b) Retroactive Identification.

This identification type usually enables to identify not only Customers (Subscribers) of the Provider but also customers of other providers of public telephone service – mobile, fixed and foreign. Calls are identified retroactively, however no later than within two months prior before the date of acceptance of the raised requirement. It is possible to identify the incoming calls within the time interval defined by the Customer in which the malicious or annoying calls were made or all incoming calls from the given date. The Customer can specify the numbers from which people might have called to his/her line in the given period that don't have to be identified. The Provider passes the statement of identified incoming calls by mail or by its commercial representative no later than by fourteen (14) calendar days from the requirement acceptance, unless agreed otherwise.

- (5) The statement of identified incoming calls always relates to one basic line or given category of euroISDN line or VoIP line and its main number based on the Customer's requirement.
- (6) The statement of identified incoming calls specifies full national telephone number from which the call was made, personal or identification data of the Customer (Subscriber) of the calling line and

date and time of call. These data are also specified in case of lines that are not published in the telephone directory based on the Customer's requirement or have the identification of the calling number restricted.

- (7) In case of malicious or annoying call from lines connected to branch exchanges the statement lists the operator's number or the number of the respective branch line including personal or identification data of the Customer (Subscriber) of the calling line. In both cases the Provider will submit the full number that can be called back and the charge will be only applied to a number of the respective branch line. Incomplete call made through X card, X plus card and Telekonto shall not be charged. If it is not technically possible to determine complete telephone number of the line (e.g. in some international calls), the statement will specify only the direction where the malicious or annoying call originated.
- (8) The statement of identified incoming calls is delivered to the Customer by the agreed manner specified in the requirement for the service provisioning considering the Provider's obligation to provide for maximum security of provided data. It can be one of the following methods:
 - Registered mail with the receipt;
 - Post office special delivery;
 - Personally through the sales representative of the Provider (applies only to a limited number of Customers)
 - In a different manner in writing if it has been agreed so.
- (9) Further conditions and ICM service prices are specified in the Price List.

Article 15

Team Net, Team Net Easy and O2 Team Fix

- (1) TeamNet, TeamNet Easy and O2 Team Fix are commercial names for Virtual Private Network service provided by the Provider. The Virtual Private Network (hereinafter referred to as VPN) is the network created for the Customer within the public telecommunications network of the Provider. It is the network created by a suitable configuration of the equipment of public communications network of the Provider that has some characteristics typical for the private voice network.
- (2) The explanation of the used terminology for the TeamNet, TeamNet Easy and O₂ Team Fix:
 - a) *VPN member* is a telephone line in the fixed network of O₂ included in VPN upon selection of the Customer, from which it is possible to call within VPN or which can be selected as VPN target within VPN.
 - b) *VPN target* is a telephone line in the fixed network of O₂ or a telephone line within the mobile network of O₂, to which voice or other traffic within VPN may be directed.
 - c) *Customer ID* is a unique number identification of the Customer within the TeamNet/TeamNet Easy. This number can be used for billing of all charges for TeamNet/TeamNet Easy service
 - d) *Customer's Partner* is a natural or legal person that is a Subscriber of services provided by the Provider that are included in the Customer's VPN.
 - e) *Request for technical survey of TeamNet/TeamNet Easy service* is a document containing the technical specification of telephone lines in the newly created VPN and basic information on the Customer.
 - f) *Technical specification of TeamNet and TeamNet Easy* (hereinafter referred as the Specification) is a written document including appendices and amendments, about the conclusion of the contractual relationship between the Provider and the Customer that specifies technical and operating parameters of the service for VPN members of the Customer.
- (3) The service is intended mainly for voice traffic, for dial-up Internet connection or if not specified otherwise for data communication (modem-modem).
- (4) The Customer's VPN can include the telephone lines of the Provider including the branch telephone lines of branch PBXs or telephone lines in mobile networks in the Czech Republic.
- (5) TeamNet and TeamNet Easy has its own numbering plan and the option of setting rights of individual VPN members according to Customer requests.

- (6) TeamNet Easy service can be used for minimum 3 members and maximum 100 members. The service can have maximum 200 targets.
- (7) O₂ Team Fix is intended for Customers, who are provided a voice solution according to the current Pricelist of voice solutions. The Customer may choose up to 25 VPN targets of the Customer's telephone lines in the mobile network of O₂ within O₂ Team Fix.
- (8) The installation and operation of TeamNet/TeamNet Easy represents the delivery of works by the Provider, delivery of services and technical equipment for:
 - a) Incorporation of Customer's telephone lines that are installed in the telephone network of the Provider on the territory of the Czech Republic and as targets also Customer's telephone lines in mobile networks of the Czech Republic into the Customer's VPN;
 - b) Incorporation of the telephone lines that are installed in the telephone network of the Provider on the territory of the Czech Republic and as targets also telephone lines of other legal or natural persons than the Customer (Customer's partners) into the Customer's VPN;
 - c) Operation of Customer's VPN with features and under the conditions defined in the Specification;
 - d) Changes of VPN parameters and configuration according to Customer's (Subscriber's) requirements;
 - e) Supervision of Customer's VPN.
- (9) The condition for the conclusion of the partial contractual relationship is the application of the requirement for the service by the form "Technical Specification of O₂ Team Fix" or "Application for Technical Survey of TeamNet/TeamNet Easy". The application contains the technical and administrative information about the Customer's VPN and about the basic requested characteristics of the created network and it serves as a support document for technical survey of the feasibility of the requirement.
- (10) If the Customer selects as TeamNet/TeamNet Easy members telephone lines subscribed by a different natural or legal person (Customer's partner), the Customer must submit the consent of the Customer's partner with the incorporation of its telephone line into the Customer's VPN and payment for the installation and use of TeamNet/TeamNet Easy service.
- (11) The Provider shall make the technical survey of Customer's VPN including the verification of telephone lines in terms of possibility to connect them to VPN and shall inform the Customer on the result.
- (12) Consequently the Customer shall specify its requirements for VPN parameters and authorisation of individual VPN members and shall pass the Specification to the Provider. The Provider shall prepare an offer of the specific VPN solution that includes the approved (or corrected) Specification for all VPN members. The Customer must not change the data used in the Specification and during the TeamNet/TeamNet Easy installation without informing the Provider about the change.
- (13) The Customer may ask for a modification of the parameters of TeamNet/TeamNet Easy/ O₂Team Fix. In such a case the Customer shall specify its requirements in the respective forms which become an inseparable part of the Specification.
- (14) The Customer may ask for the change of TeamNet service to TeamNet Easy (and vice versa). The change can be made only by terminating the original contract and concluding a new contract.
- (15) Further conditions and prices of services provided within VPN are specified in the Price List.

Article 16

Prepaid Telephone Card – X Card, X Plus Card

- (1) The Prepaid Telephone Card enables to make calls from any telephone line and public payphone of the Provider via the number that is not charged. The Prepaid Telephone Card contains the prepaid telephone charges in the amount of price of the card.
- (2) The price of calls using the Prepaid Telephone Card is not charged to the telephone line from which the call is made but is deducted from the nominal value of the card that was used for this service up to the amount of the price specified on the card.

- (3) The Prepaid Telephone Cards are offered to Customers under the commercial name X Plus Card.
- (4) Further conditions and prices of services paid by prepaid cards are specified in the Price List.

Article 17

Telekonto Service

- (1) Telekonto service is the commercial name of the service provided on the principle of virtual calling card with consequent billing for provided services to the Customer (Subscriber).
- (2) The price of calls through this service is charged to the Customer (Subscriber of the calling card) on the bill to its telephone line for which the calling card (number of the calling card) was issued as a separate item. (The price is not charged to the telephone line from which the calls were made).
- (3) The Customer is obliged to use the card in accordance with the instructions it will receive up the receipt of the card. The access number for calls in the Czech Republic is 822 112 233. The access number of the change of card parameters is 823 112 233, it is available only in the Czech Republic only from the network of the Provider. It is possible to set up a monthly limit for the calls for the card (card number).
- (4) The Customer will receive the personal identification number (PIN) and code for the card setup in the security envelope. The Customer takes responsibility for proper safety and protection of these numbers. The Provider shall not be liable for damages caused by abuse of PIN and the code for card setup.
- (5) To improve protection against abuse it is necessary to make sure that the card numbers, PIN and codes for card setup that are entered on terminal equipments with the memory for called numbers cannot be used again (e.g. after the end of call to pick up a handset and to dial any number).
- (6) The Customer has the possibility to specify the name of the card when it orders the service that will be printed on the card.
- (7) Further condition and prices of Telekonto service are specified in the Price List.

Article 18

Service entitled Audit of Incoming Calls

- (8) The service Audit of Incoming Calls provides statistics of reasons for termination of incoming calls to the telephone numbers of subscriber's telephone lines. The statistics are available at the Provider's websites. An integral part of the service is the Auditor Report that describes the discovered status, containing proposed solutions.
- (9) Statistics are based on the following parameters:
 - The telephone number, to which the description of the incoming traffic relates;
 - Date and time relating to the description of the incoming traffic;
 - The total number of all incoming calls to the respective telephone number;
 - Answered calls (a % versus the total number of calls);
 - Received calls – no reply – unsuccessful calls as the called party did not answer the phone (a % versus the total number of calls);
 - Busy line – unsuccessful calls – not completed connection because of the busy line, i.e. the called is just on the phone or the capacity of the connecting line is full (a % versus the total number of calls);
 - The other calls – unsuccessful calls for other reasons than those stated above (a % versus the total number of calls);
 - Average time of calls – average time of conversation time (in minutes) related to the displayed time interval;
 - Total time of calls – total time of the conversation time (in minutes) relating to the displayed time interval;

- Calling region – numbering area of the fixed network and prefixes of national mobile networks and the related operating parameters.
- (10) To conclude an additional contractual relation through the form of Order of Additional Services (hereinafter the “Order”) is conditioned by the positive result of the technical investigation conducted based on the Request for technical investigation of the service Audit of Incoming Calls (hereinafter the “Request”).
 - (11) The service is established on the day of making the data available to the Customer on the Internet. The date of making the data available is set by the Customer in the Order, at least 10 working days from the date of effectiveness of the additional contractual relation for the service provision. Further, the Customer shall set in the Order the date for the Audit Report elaboration, not longer than by 30 calendar days from the termination of the additional contractual relation for the provision of the service Audit of Incoming Calls.
 - (12) The definite period of time for the service provision may not be shorter than 30 calendar days following each other.
 - (13) Registration data for the Internet access will be delivered to the Customer by a sales representative of the Provider at least 1 working day before the data is made available, however, no longer than by ten working days after conclusion of the additional contractual relation for provision of the service Audit of Incoming Calls. The registration data is as follows:
 - a) Login name
 - b) Security password for the initial login to the application
 - (14) The Customer may ask for the Audit of Incoming Calls regarding other/new numbers only by submitting a new Request.
 - (15) For the whole time of the service provision it is necessary to maintain the technical and administrative set-up of the telephone number in order to secure comparable outputs of the service Audit of Incoming Calls, or to notify a Provider sales representative of any change.
 - (16) In compliance with its technical capabilities for the provision of the Audit of Incoming Calls, the Provider does not guarantee recording of all incoming calls. That concerns mainly the incoming calls completed within the connected HOST exchange.
 - (17) All provided data, in particularly the number of the called, date, time and length of calls, statistics of incoming calls are provided in accordance with Electronic Communications Act. 127/2005 Coll. When providing the service Audit of Incoming Calls the Provider records and processes in particular the traffic information on the incoming telecommunications traffic (incoming calls) in the extent necessary for performing the auditing activity and elaboration of Reports on the incoming traffic in the extent from sending of the order until termination of the provision of the Audit of Incoming Calls. The subject of the elaboration is not the content of the transmitted message, but only the information used by the switching technology for set-up of connection and disconnection in the fixed network of electronic communications.
 - (18) An integral part of the service Audit of Incoming Calls is not access to services of the Internet. Access to Internet services can be provided through any provider of such services.
 - (19) The Provider is not responsible for the non-functional access to the website of the Provider in case the user does not have the relevant technical equipment. The relevant technical equipment for this service is the PC equipped with the Internet Explorer version 5.0 and higher, or Mozilla Firefox 1.0 and higher and applications Acrobat Reader version 5.0 and higher for browsing reports. It is expected to have such a configuration of PC that enables to work smoothly with these browsers.
 - (20) The service Audit of Incoming Calls may be provided also on the lines where the subscriber is another natural or legal persons than the Customer (a contractual partner of the Customer). In such a case the Customer has to submit Declaration expressing consent of the Customer’s contractual partner to including lines in the Audit of Incoming Calls of the Customer and to the agreed manner of payment for the use of the service Audit of Incoming Calls under the Order.

Section VII. Universal Service

Article 1

Characteristics of Universal Service

- (1) The Provider provides for the following services within Universal Service:
 - a) Additional services to connection and access at a fixed location to public telephone services, which are the following:
 - sequential payment for provision of connection to the public telephone network for consumers,
 - free-of-charge selective restriction of outbound calls for the subscriber and
 - free-of-charge itemised bill for consumers,
 - checking of the status of subscriber account
 - b) Access of Handicapped Persons to Public Telephone Service
 - c) it offers special prices or price plans to persons with special social needs (Handicapped Persons) differing from those price plans provided under ordinary business conditions (special prices).

- (2) Characteristics, parameters and quality indicators of services provided within Universal Service are stipulated by the decree of Ministry of Informatics No. 162/2005 Coll., on definition of quality parameters of Universal Service and their limits.

Article 2

Unoccupied

Article 3

Unoccupied

Article 4

Unoccupied

Article 5

Additional Services to Connection and Access at a fixed location to the public telephone service

- (1) Sequential payment of the price of provision of connection to public telephone network for Consumers is offered to physical persons by the Provider at the time of provision of Fixed line under the conditions stipulated in the valid Pricelist.
- (2) Free-of-charge selective restriction of outbound calls for the Subscriber is provided by the Provider as an additional service of automatic telephone exchanges "Restriction of automatic outbound calls fully managed and selected by the subscriber". Options of restriction of types of calls are stipulated in the valid Pricelist.
- (3) Free-of-charge itemised bill for Consumers is provided within the e-účet (e-bill) service or as the Detailed Bill service.
Subscribers using the service of electronic communication for private (non-business) purposes (Consumers) are provided with the Detailed bill service free-of-charge in the scope according to Section VI., Article 10, paragraphs 1, 2a), 3, 4 and 5. The service is provided for a definite period of the time, two billing periods at maximum).
- (4) Checking of subscriber account.
The Provider shall grant the Subscriber access to the current information about the status of the Subscriber bill via the e-účet service (Section VI., Article 7 of the Operating Conditions). In case the Customer has not activated the e-účet service, the information about the current status of the account is provided at free-of-charge lines of the Customer Care Centre (e.g. 800 123 456).

Article 6

Access of Handicapped Persons to Public Telephone Service

- (1) Access of handicapped persons to public telephone service includes:
 - a) access to emergency numbers according to Section I. Of the Operating Conditions,

- b) access to Information Service on Telephone Numbers of Subscribers according to Section V., Article 2 of the Operating Conditions,
 - c) selection of operator or business providing public telephone service of electronic communication according to Section VIII. of the Operating Conditions,
 - d) lease or sale of one specifically equipped telecommunication end device (hereinafter as special telephone set) for a reduced price.
- (2) The following persons are entitled to the above according to paragraphs (1) and (2):
- a) holder of ZTP/P card;
 - b) holder of ZTP card due to total or practical deafness;
 - c) person dependent upon someone else's assistance in grades II, III and IV under the Social Services Act 108/2006 of Coll.;
 - d) subscriber who raises or personally takes care of an under aged person resigned to him as supplier of the parental care based on a decision of a respective authority (hereinafter as legitimate representative) and who is a holder of a card under letter a), b), or c). The entitlement is granted to one of the parents upon their agreement.
- (3) The types of special telephone sets including their lease and selling prices are specified in the valid Pricelist. The special telephone set type is selected by the Customer depending on his/her handicap from the offer of the Provider. It is not possible to use a leased telephone set and subsequently request buying a special telephone set, unless the leased equipment is returned before the purchase. New special telephone set can be requested from 12 October 2009; earlier only if the equipment does not work or cannot be repaired, based on a confirmation by the Provider.
- (4) Special telephone sets can be leased or purchased upon a request submitted by the Subscriber (or legitimate representative) for one home Fixed Line only, i.e. at the place of permanent or temporary residence of a handicapped person. The request shall be submitted using a form issued by the Provider, which forms annex to the Contract/Technical Specification of the telephone line in relation to which the special telephone set is provided.
- (5) Effective as of October 11, 2006, the service under paragraph (1) of this Article 6 is provided in accordance with the new legislation of the Act No. 127/2005 Coll. And the decision of the Czech Telecommunications Office. In all cases when a special telephone set is leased to a handicapped under aged person, the Provider shall administratively transfer the subscribership to the legitimate representative if not agreed otherwise with the representative, after October 11, 2006.

Article 7

Special Prices for Persons with Special Social Needs – Handicapped Persons

- (1) The Provider enables handicapped persons (hereinafter referred to as 'authorized person') to access partial services and the publicly available telephone service under favourable price conditions.
- (2) The structure and amount of the special prices are given in the Pricelist.
- (3) For the purposes of this article, handicapped persons are defined in paragraph (2), Article 6 of this section.
- (4) The special prices (hereinafter also referred to as 'discounts') are provided upon a request submitted by the Subscriber (or legitimate representative) for one home Fixed Line only, i.e. at the place of permanent or temporary residence of the Subscriber. The special prices can be provided to a single Subscriber either for the fixed or mobile services of the Provider, i.e. provided that the Subscriber does not receive the discount from a different provider of publicly available telephone service. Even if the Applicant proves more reasons, s/he shall be entitled to a single discount only. The request shall be submitted using a form issued by the Provider, which forms annex to the Contract/Technical Specification of the telephone line in relation to which the special prices are provided.
- (5) The special prices are provided to handicapped persons, for the period of validity of the certificate submitted in accordance with Article 8 of this section.

Article 8

Proof of Entitlement to Special Prices for Persons with Low Income, with Special Social Needs, and for Handicapped Persons, and Access of Handicapped Persons to the Publicly Available Telephone Service

- (1) The Customers who assert their entitlement in accordance with Articles 6 and 7 shall be obliged to prove that they comply with the relevant conditions.
- (2) The compliance with the relevant conditions shall be proved:
 - in the case of a ZTP/P card holder – by this card or the decision of the relevant local authority to award extraordinary benefits of level III; if applying in writing – by a copy of the card or a copy of the decision certified by a notary public;
 - in the case of a ZTP card holder due to full or virtual deafness – by this card or the decision of the relevant local authority to award extraordinary benefits of level II; if ZTP card or the decision does not specify the type of handicap, a medical certificate of virtual or full bilateral deafness of the authorized person shall be attached; if applying in writing – by a copy of the card or a copy of the decision (or medical certificate) certified by a notary public;
 - in the case of a person dependent on someone else's assistance – by a copy of a decision or notification of a municipal office of a community with extended powers to award social care allowance, stating the level of dependence II, III or VI; if applying in writing – by a copy certified by a notary public;
- (3) Further, the legitimate representative shall submit:
 - a document to prove that s/he is a parent of a handicapped person, e.g. a birth certificate of the child, passport or identity card in which the child is recorded; if applying in writing – a copy of the document certified by a notary public; if the copy cannot be made, then a copy of or
 - a court decision based on which s/he is raising or fostering the child (according to Sec. 7(11)(a,b,d or e) of Act No. 117/1995 Coll.);; if applying in writing – a copy of the decision certified by a notary public.
- (4) In relation to an application for granting the entitlements specified above and for auditing purposes, the Provider shall be authorized to make copies of the documents submitted in accordance with the paragraphs above.
- (5) If the Customer – a handicapped person or his/her legitimate representative – refuses to make or send a copy of any document in accordance with the paragraphs above, s/he shall submit to the Provider a Statement containing the data of the documents to prove the entitlement and other essential elements. In such case, the Customer shall be aware of all legal consequences of submitting a false Statement. The Statement shall be submitted using a form issued by the Provider.
- (6) If the entitlements defined in Articles 6 and 7 belong to a person lacking legal capacity, or with restricted legal capacity, such person shall be represented by his/her legitimate representative in accordance with the general legal regulations.
- (7) In the case when an underage person comes of age while being provided with special prices or renting a special telephone set, the Provider shall make an administrative subscription transfer from the legitimate representative to the person, unless agreed with them otherwise.
- (8) The Customers (Subscribers) of the lines in relation to which special prices, lease or sale of a special telephone set are provided shall be obliged to inform the Provider about any circumstances affecting their entitlement to the provision of the said benefits immediately after they occur, but no later than within 7 calendar days from the day of occurrence of such a circumstance, or to prove upon a request submitted by the Provider that the conditions for their provision are still complied with. Should the Customer fail to inform the Provider about such changes, the Provider shall require (or even recover) the unjust enrichment in the extent of the special benefits provided, i.e. from the first day as of the first day following the day on which the conditions for the provision of the special benefits cease to exist.
- (9) If the conditions for the provision of these special benefits cease to exist, the Provider will turn the line operated under special price conditions into a line operated under standard price conditions, i.e. from the day on which the Provider learns about this fact, without prejudice to the right of the Provider to require (or even recover) the unjust enrichment under paragraph (8) of this article.

- (10) If the conditions for the lease of a special telephone set cease to exist, the Customer (or legitimate representative) shall be obliged to return the equipment to the Provider without undue delay.

Section VIII. Access to Services of a Different Provider of Public Electronic Communications Services

Article 1

Carrier Selection (CS)

- (1) The Provider (hereinafter referred to as TELEFÓNICA O2 CZECH REPUBLIC, A.S. for the purpose of Section VIII) enables its Customers (Subscribers) to dial a code of the respective operator of public telephone service to make individual calls and use services of a different provider of public electronic communications services or operator of public communications network that has the interconnect agreement with TELEFÓNICA O2 CZECH REPUBLIC, A.S. and it is interconnected (hereinafter referred to as CS). CS access is made by dialling the prefix 10XX(X) for individual calls. The codes are in line with the valid Numbering Plan of Public Telephone Networks (hereinafter referred to as the Numbering Plan) allocated by the Authority to the operator of public telecommunications network and provider of public electronic communications services that makes their services accessible through CS (hereinafter referred to as the CS operator).
- (2) TELEFÓNICA O2 CZECH REPUBLIC, A.S. enables access to CS to all its Customers (Subscribers) of telephone lines. TELEFÓNICA O2 CZECH REPUBLIC, A.S. does not charge its Customer for using the CS service. Conditions for the accessing of CS of fixed lines subject to discounts beyond the scope defined by the Electronic Communication Act are specified in the Price List.
- (3) CS access is not possible for calls from public payphones, public telephone lines and public call offices.
- (4) CS access can be used for all calls except for numbers prohibited in accordance with the OOP/11 document:
- Carrier Selection and Carrier Pre-Selection;
 - Abbreviated telephone numbers with the first digit "1" (one);
 - Numbers used by any fixed-line operator solely for internal, testing and system-relevant purposes;
 - Numbers used for accessing operator services i.e. numbers starting with the following series of digits: 600, 700, 701, 800, 800 00, 82X, 970 and 977;
 - Access codes to non-public telephone networks i.e. starting with 980 and 983.
 - Types of calls for which the Customer has a set complementary service limiting outgoing calls;
 - Calls in semi-automatic telephone contact (through the operator).

When using CS access to reach telephone numbers set under b) hereof, Telefónica O2 Czech Republic shall route the call through its network as if CS access was not required. When calling Directory Services, (providing information about Customer/Subscriber telephone numbers, national and international via line 1180 and 1181) with the option of direct automatic connection, Telefónica O2 Czech Republic shall connect the call in an alternative manner than via CS access. Prices of such national or international calls will be derived from the applicable Price List.

- (5) TELEFÓNICA O2 CZECH REPUBLIC, A.S. is entitled to restrict CS access if the Customer has restricted access to services due to the breach of contractual conditions and due to the failure to pay prices of provided electronic communications services.
- (6) The CS operator is responsible for guaranteeing all business relationships required for provisioning of services through CS access, i.e. especially for charging for provided services, claims handling and handling of claims resulting from responsibility for defects in providing electronic communications services in accordance with General Conditions for Provisioning of Public Electronic Communications Services. The respective CS operator is responsible for answering calls concerning the billing for services provided through CS access.

- (7) The Customer (Subscriber) of TELEFÓNICA O2 CZECH REPUBLIC, A.S. should terminate the contractual relationship(s) with CS operator in the following situations:
- The contractual relationship on provisioning of public telephone service with TELEFÓNICA O2 CZECH REPUBLIC, A.S. is terminated;
 - In case of installation of a telephone line by transfer;
 - Transfer of a telephone line without the possibility to transfer the telephone number;
 - The basic line is changed to euroISDN line or VoIP line without the possibility to transfer the telephone number;
 - There are changes made in the configuration of connection resulting from the change of type of connection.

Article 2

Carrier Preselection (CPS)

- TELEFÓNICA O2 CZECH REPUBLIC, A.S. enables its Customers (Subscribers) to set up a fixed prefix of the operator providing the public telephone service (operator preselection) and to use services of a different provider of electronic communications services or operator of public telecommunications network that has an agreement concluded with TELEFÓNICA O2 CZECH REPUBLIC, A.S. on interconnection and it is interconnected (hereinafter referred to as CPS).
- CPS means permanent setup of codes of numbers 10xx(x) in the network of TELEFÓNICA O2 CZECH REPUBLIC, A.S. that is intended for access to services of a different (selected) provider of public electronic communications services without the necessity to take other steps for each individual call. Any provider of public electronic communications services that makes its services available through CPS access is called a CPS operator.
- TELEFÓNICA O2 CZECH REPUBLIC, A.S. enables all its Customers (Subscribers) to use CPS service. TELEFÓNICA O2 CZECH REPUBLIC, A.S. does not charge its Customer for using the CS service. Conditions for the accessing of CS of fixed lines subject to discounts beyond the scope defined by the Electronic Communication Act are specified in the Price List.
- For euroISDN lines CPS access is set up in the network of TELEFÓNICA O2 CZECH REPUBLIC, A.S. for the respective telephone number. For connection of A type the selection is possible for each individual telephone number (MSN). In case of lines with additional MA/LH service of C and E type the access is set up for the main telephone number and in lines with direct dialling in service of D and E type access is set up for the main direct dial-in number (within the scope of the direct dialling in service). In VoIP lines, type of connection A or SIP single, access is available to each individual telephone number (MSN- multiple subscriber number). In lines with complementary service Line Hunting, the access is set up to the main telephone number of the LH line and in lines with complementary service DDI, the access is set up to the main telephone number of the DDI (the DDI range as a whole).
- CPS access is not possible for calls from public payphones, public telephone lines and public call offices.
- CPS access can be used for all calls except for numbers prohibited in accordance with the OOP/11 document:
 - Carrier Selection and Carrier Pre-Selection;
 - Abbreviated telephone numbers with the first digit "1" (one);
 - Numbers used by any fixed-line operator solely for internal, testing and system-relevant purposes;
 - Numbers used for accessing operator services i.e. numbers starting with the following series of digits: 600, 700, 701, 800, 800 00, 82X, 970 and 977;
 - Access codes to non-public telephone networks i.e. starting with 980 and 983.
 - Types of calls for which the Customer has a set complementary service limiting outgoing calls;
 - Calls in semi-automatic telephone contact (through the operator).

In case of calls through CPS access to the telephone numbers specified under paragraph a) and b) hereof TELEFÓNICA O2 CZECH REPUBLIC, A.S. shall provide for their routing using its own devices as if CPS access was not required. In case of calls to information services providing information about the telephone numbers of customers (subscribers) in the domestic and international traffic (1180, 1181) with the possibility of direct automatic connection with respect to the provided information TELEFÓNICA O2 CZECH REPUBLIC, A.S. will make these calls not

using CPS access. Prices of these domestic or international calls are charged in accordance with the valid Price List of TELEFÓNICA O2 CZECH REPUBLIC, A.S..

- (7) Within CPS access the Customer of TELEFÓNICA O2 CZECH REPUBLIC, A.S. may opt for one of three operating options – CPS access for all automatically switched calls:
 - a) National;
 - b) International;
 - c) National and international.
- (8) If the Customer of TELEFÓNICA O2 CZECH REPUBLIC, A.S. selects its CPS operator for all its national or international or national and international calls, all these calls will be automatically forwarded to the CPS operator with the exceptions specified in paragraph (6) hereof.
Note: When dialling 00 420 + area number, calls will be routed to the operator chosen for international communication.
- (9) Within the CPS access the Customer of TELEFÓNICA O2 CZECH REPUBLIC, A.S. may select two CPS operators for one telephone line, e.g. one CPS operator for national and one for international calls.
- (10) If the CPS operator does not support the called target (direction) in any type of call through CPS, these calls will be ended with a voice message in the CPS operator's network, which will inform the calling party about this fact.
- (11) If the Customer using the CPS access has Call Forwarding service activated, CPS access will be used for all forwarded calls, if the given access applies to the forwarded call.
- (12) TELEFÓNICA O2 CZECH REPUBLIC, A.S. is entitled to restrict CPS access if the Customer has restricted access to services due to the breach of contractual conditions and due to the failure to pay prices of provided electronic communications services.
- (13) The Customer may change the fixed CPS prefix any time to CS access for individual calls. CS access always has the priority over CPS access. The change of CPS to CS means the operating regime during which the Customer suppresses the permanent prefix setup for the individual call under Article 1 hereof. Thus it can make a call through a different operator with whom it has an agreement on CS access.
- (14) If the Customer of TELEFÓNICA O2 CZECH REPUBLIC, A.S. that has CPS access wants to use certain kinds of calls from the offer of TELEFÓNICA O2 CZECH REPUBLIC, A.S. or wants to make calls to certain countries not supported by the CPS operator, it can use the operating regime described in the previous paragraph. In such a case the Customer will make its call using the access number of TELEFÓNICA O2 CZECH REPUBLIC, A.S. (1022) and consequently the target telephone number to the required direction or required service. All calls made in the regime of CPS change to CS routed to the public telecommunications network of TELEFÓNICA O2 CZECH REPUBLIC, A.S. will be charged by TELEFÓNICA O2 CZECH REPUBLIC, A.S. in accordance with the valid Price List and will be specified on the regular bill for services under a separate price item.
- (15) The use of the operating regime described in paragraph (14) constitutes a part of the standard offer of services of TELEFÓNICA O2 CZECH REPUBLIC, A.S. provided within the contractual relationship governing the public telephone service provisioning.
- (16) The Customer (Subscriber) of TELEFÓNICA O2 CZECH REPUBLIC, A.S. shall apply for the installation of CPS access or change of CPS access with the selected CPS operator.
- (17) The Customer of TELEFÓNICA O2 CZECH REPUBLIC, A.S. has the possibility to change the CPS operator any time during the use of services of a specific CPS operator. It may make this change for all types of calls (national and international) or only for selected type of calls (e.g. for international calls).
- (18) Within the change of CPS operator described hereinabove the Customer may return to TELEFÓNICA O2 CZECH REPUBLIC, A.S. and start using its services under the concluded contract on public telephone service. The change of CPS operator consisting in the return of the Customer back to TELEFÓNICA O2 CZECH REPUBLIC, A.S. will be made within ten (10) calendar days of the delivery of the requirement to TELEFÓNICA O2 CZECH REPUBLIC, A.S.. the requirement shall be made by the Customer on the form "Cancellation of Access to Services

of Other Public Electronic Communications Operator” which will be attached to the Contract or Specification.

- (19) The CPS operator is responsible for guaranteeing all business relationships required for provisioning of services through CPS access, i.e. especially for charging for provided services, claims handling and handling of claims resulting from responsibility for defects in providing electronic communications services in accordance with General Conditions for Provisioning of Public Electronic Communications Services. The respective CPS operator is responsible for answering calls concerning the billing for services provided through CPS access.
- (20) In case of any defects in service provisioning through CPS, e.g. a different CPS operator provides services to the Customer than required, the Customer should always contact its CPS operator with whom it concluded the contract or raised its requirement for providing services through CPS access.
- (21) The Customer (Subscriber) of TELEFÓNICA O2 CZECH REPUBLIC, A.S. should terminate the contractual relationship with the CPS operator(s) in the following situations:
- The contractual relationship on provisioning of public telephone service with TELEFÓNICA O2 CZECH REPUBLIC, A.S. is terminated;
 - In case of installation of a telephone line by transfer;
 - Transfer of a telephone line without the possibility to transfer the telephone number;
 - The basic line is changed to euroISDN line or VoIP line without the possibility to transfer the telephone number;
 - There are changes made in the configuration of connection resulting from the change of type of connection.
- (22) TELEFÓNICA O2 CZECH REPUBLIC, A.S. is entitled to cancel CPS access due to the reasons specified in paragraph (21) hereof.

Article 3

Access of Subscribers of a Different Provider of Public Electronic Communications Services to a Public Fixed Telephone Network

- (1) The service Access of Subscribers of a Different Provider of Public Electronic Communications Services to a Public Fixed Telephone Network (hereinafter the "WLR Service") enables the Customer to take delivery of selected services of Telefónica O2 Czech Republic from another provider of public electronic communications services (hereinafter the "Operator").
- (2) The following can be included in the WLR Service:
- The use of a telephone line (including additional charges on the price for using the connection);
 - The use of additional services provided for a telephone line.
The prices for the other services provided to a Customer by Telefónica O2 Czech Republic (e.g. the price for calls, the price for text messages, DMS and Premium text messages from a fixed line, etc.) will continue to be billed to the Customer through a Bill for Services issued by this company.
- (3) The WLR Service can be established for the following types of telephone lines:
- Fixed line (including fixed lines with the additional services Line Hunting and Direct Dial In);
 - ISDN2 Digital Line (including fixed lines with the additional services Line Hunting and Direct Dial In).
- (4) A request for the establishment of a WLR Service is made by the Customer to the Operator.
- (5) A WLR Service can be ordered for a Customer of Telefónica O2 Czech Republic only by an Operator with which Telefónica O2 Czech Republic has concluded a contract on the WLR Service.
- (6) A Customer can cancel a WLR Service at any time by filing a request with Telefónica O2 Czech Republic.
- (7) If a Customer has a liability to Telefónica O2 Czech Republic that is being settled in the form of instalments, these instalments will continue to be billed by Telefónica O2 Czech Republic.
- (8) In the event there are liabilities resulting from the minimum telephone use period, the establishment of the WLR Service is regarded as the termination of the partial contractual relationship, and Telefónica O2 Czech Republic will request the settlement of liabilities through a payment in accordance with the agreed conditions.

- (9) The WLR Service cannot be activated on a telephone line that is the subject of a Shared Payment service as a supported line. The WLR Service can be activated on a telephone line that is the subject of a Shared Payment service as a supporting line.
- (10) The WLR Service cannot be activated on a telephone line where there are price discounts in accordance with Section VII, Articles 6 and 7, and Section XII, Article 3 of the Operating Conditions (discounts for rehabilitated persons, participants in the resistance and handicapped people).
- (11) In the event the WLR Service is activated, the rental of terminal telecommunications equipment will be terminated.
- (12) In the event of calls through the telephone network of Telefónica O2 Czech Republic from a telephone line that is the subject of the WLR Service, calls will be charged in accordance with the pricing plan that the Operator, as part of the WLR Service, ordered from Telefónica O2 Czech Republic during the activation of the WLR Service or during the WLR Service.
- (13) The WLR Service cannot be activated on a line that is the subject of transfer, relocation, transformation, re-numbering, or on which Establishment by transfer (transfer of subscribership) is being performed, or if Temporary Disconnection (all types) is active for it.
- (14) A WLR Service is automatically cancelled in the following cases:
 - a) Upon the termination of the partial contractual relationship for the provision of the public telephone service on the telephone line for which the WLR Service was established;
 - b) In the event of the termination of the contractual relationship between the Customer and Telefónica O2 Czech Republic according to articles 8(1)(c) and 9(4) of the General Terms and Conditions (breach of conditions for subscribership);
 - c) Upon a change to the telephone number of the line for which the WLR Service was established;
 - d) Upon the establishment of a telephone line by transfer;
 - e) Upon the transfer of the telephone line;
 - f) Upon the transformation of a Fixed Line to an ISDN2 Digital Line and vice versa;
 - g) Upon the termination of the contractual relationship between Telefónica O2 Czech Republic and the Operator;
 - h) Temporary disconnection (for all types).
- (15) The Operator can cancel the WLR Service in accordance with its General Terms and Conditions.
- (16) In the event of the cancellation of the WLR Service, the line will retain the settings from the last-known configuration that the Operator ordered (price tariff, complementary services).
- (17) For reporting defects on a telephone line and for making complaints about the services that are the subject of the WLR Service, the Operator's operator workplace serves as the main contact place.

Section IX. Number Portability

- (1) The Provider (hereinafter referred to as TELEFÓNICA O2 CZECH REPUBLIC, A.S. for the purpose of Section IX) provides within its public telephone network number portability in accordance with the Numbering Plan so that Customers (Subscribers) of the public telephone service, that ask for this service, could keep their telephone number if they decide to change the public telephone network operator, public digital ISDN operator, public telephone service operator or their geographical location or service. TELEFÓNICA O2 CZECH REPUBLIC, A.S. provides number portability in co-operation with the selected service provider or public telephone network provider.
- (2) Number portability is defined as follows:
 - a) Portability of geographic telephone numbers during the change of service provider (hereinafter referred to as the GNP). Geographic telephone numbers are numbers of telephone lines in the fixed network that have end points clearly defined in terms of geographical location;
 - b) Non-geographical number portability (hereinafter referred to as NGNP) during the change of service provider. Non-geographic numbers are access numbers to services or networks that have end points not clearly defined in terms of geographical location;
 - c) Number portability during the change of geographical location of the end point in which the Service is provided to the Customer (hereinafter referred to as LNP);
 - d) Number portability in case of change of the Service (hereinafter referred to as SNP).

- (3) GNP enables the Customer to change the provider of public telephone service and to keep its telephone number. The condition is to cancel the contract with the current public telephone service provider and conclude the new contract with a different public telephone service provider without the change of the telephone number. Within this portability the address of the end point location does not change (location of the telephone line). Within GNP it is impossible to transfer the numbers of lines that are connected as follows:
- In a group of serial lines (MA/LH service);
 - Within Virtual Private Network (VPN service);
 - Within PBXs portability is required only for a part of the numbering capacity of PBX or individual dial in numbers. GNP can be provided for the whole numbering capacity of PBX and numbers that are not in use.
- (4) NGNP enables the Customer to change the public telephone service provider and keep the telephone number. The condition is to cancel the contract with the current public telephone service or network access provider and conclude the new contract with a different public telephone service or network access provider without the change of the non-geographical telephone number and character of the used service. Within this portability TELEFÓNICA O2 CZECH REPUBLIC, A.S. guarantees portability of access codes of the following services portable in accordance with provisions of OOP/10:
- Premium services, access code 900, 906, 908, 909, 976;
 - Internet access services delivered by an Internet Service Provider, access code 971;
 - access codes 95XX to access non-public telephone networks;
 - Cost sharing services, access code 81X, 83X, 843 - 846;
 - Universal access number services, access code 840 - 842, 847 - 849;
 - Virtual calling card services, access code 82X;
 - Collect call services, access call 800;
 - Universal personal telecommunications (UPT), access code 700.

All non-geographical telephone numbers that are not portable under this provision cannot be simultaneously used in networks of more operators of public telecommunications networks.

Pursuant to OOP/10 the porting of the following non-portable non-geographic numbers is disallowed:

- Abbreviated telephone numbers with the first 1 (one);
- access code 600 to access public paging service;
- routing code 701 to access universal personal telecommunications access network (UPTAN);
- access code 800 00 to access direct call services from abroad to the home country called Home Country Direct;
- access code 910 to access VoIP network;
- routing code 93, 96X to access national answering machine service and voice mail services;
- access codes 972 - 974 to access non-public telephone networks;
- routing code 970 to access VoIP network;
- routing code 977 to access data networks and interactive services except Internet;
- access codes 9890 - 9899 to access virtual private networks (VPN);

and numbers that are not in operation.

- (5) LNP enables the Customer to change the geographical location of the end point of the service (telephone line) and to keep the same geographical telephone number. This portability is provided by TELEFÓNICA O2 CZECH REPUBLIC, A.S. in its public telephone network within one telephone circuit.
- (6) SNP enables the Customer to change the service (change the basic line to euroISDN and vice versa) and to keep the same telephone number. In case of portability of the telephone number, which is a part of the complementary service, Direct Dialling In or MA/LH the Provider decides about portability. SNP can be combined with LNP in case of Customer's (Subscriber's) requirement.
- (7) The Customer raises its requirement for number portability within GNP or NGNP with the provider of public telephone service to which it wants to switch. If the Customer of a different provider wants to switch to TELEFÓNICA O2 CZECH REPUBLIC, A.S., it may apply the requirement for

number portability at contact points of TELEFÓNICA O2 CZECH REPUBLIC, A.S.. In case of GNP the requirement for number portability is applied on the form "Installation of the Telephone Line, Digital Line – Technical Service Specification" (hereinafter referred to as the Specification). Based on the Customer's requirement it is possible to change the character of the used service (change of the basic line to euroISDN line and vice versa).

In case of NGNP the requirement is made by filling in the form for the conclusion of the contract for access for a specific service whose number is to be transferred. If the Customer of TELEFÓNICA O2 CZECH REPUBLIC, A.S. wants to switch to a different public telephone service provider, it shall raise its requirement for the number portability with the respective provider. If the Customer of a different provider wants to switch to TELEFÓNICA O2 CZECH REPUBLIC, A.S., it shall apply for the number portability at contact points of TELEFÓNICA O2 CZECH REPUBLIC, A.S..

- (8) Any Customer switching from TELEFÓNICA O2 CZECH REPUBLIC, A.S. to a different provider with number portability, must terminate the contract with TELEFÓNICA O2 CZECH REPUBLIC, A.S.. In case of GNP it is necessary to terminate the contract on public telephone service. In case of NGNP it is necessary to terminate the contract on access to the specific service, whose number will be transferred, e.g. Green Line. The requirement for the termination of the contract must be made within the deadline specified by the provider to which the Customer switches. Termination of the contract between TELEFÓNICA O2 CZECH REPUBLIC, A.S. and leaving Customer shall be always made by agreement as of the date which will be agreed between TELEFÓNICA O2 CZECH REPUBLIC, A.S. and the Provider to which the Customer switches. The Customer will be informed about the date of number portability.
- (9) TELEFÓNICA O2 CZECH REPUBLIC, A.S. guarantees LNP for its Customers within the service of relocation of the telephone line (end point in case the telephone line is moved within the same telephone circuit. If this condition is met the number portability is a facultative part of telephone line transfer. LNP can be combined with SNP if the Customer requests so if the telephone line is moved within the same telephone circuit. The requirement for LNP is raised by the Customer at the contact point of TELEFÓNICA O2 CZECH REPUBLIC, A.S. through the form called Specification.
- (10) SNP (change of the basic line to euroISDN line and vice versa) is provided by TELEFÓNICA O2 CZECH REPUBLIC, A.S. as a standard part of change of the basic line to euroISDN line and vice versa. Within this portability the Customer may keep its telephone number. SNP can be combined with LNP if the telephone line remains in the same telephone circuit. The requirement for SNP is raised by the Customer at the contact point of TELEFÓNICA O2 CZECH REPUBLIC, A.S. through the form called Specification.
- (11) GNP and LNP in euroISDN lines:
 - Multiple subscriber numbers in connection of A type are transferred as one logical group because they share one cabling;
 - In connection of C and E type in lines combined with MA/LH service GNP is made for the serial telephone number;
 - In connection of D and E type and lines combined with Direct Dialling In service the number portability is applied to the direct dialling in number (within the scope of Direct Dialling In as a whole). Multiple subscriber numbers of DDI block has to be transferred as one whole.
- (12) GNP and LNP in VoIP lines will be delivered in the following manner:
 - In VoIP lines, multiple subscriber numbers will be transferred as one logical group,
 - In VoIP lines with complementary service Line Hunting, GNP will be applied to the telephone number of the LH connection.
 - In VoIP lines with complementary service DDI, GNP will be applied to the telephone number of the DDI (to the DDI range as a whole). MSN or a DDI block must be transmitted as a whole.
- (13) The Provider of public telephone service to which the telephone number was transferred is responsible based on the concluded contract for all business relationships related to service provisioning, i.e. charges for provided services, claims handling and claims resulting from liability for damages when providing publicly available telephone services under general conditions. Questions regarding the billing are always answered by the public telephone service provider to which the number was transferred.

Section X. Service Orders

- (1) Requirements for services can be raised with the Provider:
 - a) In person or in writing;
 - b) Via the phone through the Customer's identification number;
 - c) Via the phone without the identification number in selected types of services;
 - d) By e-mail using the Provider's website and secured zone of the Provider's portal based on the technical and operating capacity of the Provider.

The named forms of communication with the Provider can be also used for notification of changes about identification and other data (e.g. change of name, surname, business company or name of the Customer, change of the legal form, bank account etc.), providing different kinds of information and raising claims. Details concerning the processes and conditions for the allocation, activation and use of the identification code are specified in the "Commercial Conditions for Service Orders Via the Phone and Internet" issued by the Provider.
- (2) The requirement for installation, transfer and change of the telephone line shall be made by filling in the form "Installation of the Telephone Line, Digital Line – Technical Service Specification" (hereinafter referred to as the Specification) which constitutes an annex to the Contract on Provisioning of Public Electronic Communications Services.
- (3) The requirement for service installation by transfer shall be made by filling in the form "Installation of the Telephone Line, Digital Line – Technical Service Specification" (hereinafter referred to as the Specification) which constitutes an annex to the Contract on Provisioning of Public Electronic Communications Services.
- (4) To verify the identification and other data in the Specification the Customer is required to submit the following documents to the Provider upon its request. Besides the data required for the conclusion of the contract the Customer shall submit the following documents upon the Provider's request:
 - a) Prove of legal use of premises where the telephone line is to be installed,
 - b) Consent of the owner or administrator of the property with the required actions for the telephone line installation,and in case of written communication the Customer shall present a copy of these documents and upon the Provider's request their certified copy.
- (5) The requirement for operator and information services can be raised by the phone on the defined telephone numbers.
- (6) The requirement for installation of additional services to the telephone line shall be raised by filling in a special form of the Provider. The requirement for the installation of selected additional and other services can be also made via the phone.
- (7) If the Provider accepts the Specification or the order, the contractual relationship is concluded in respect to the provisioning of the required service.
- (8) By concluding a partial contractual relationship the Customer also declares that he/she has read these Operating Conditions and agrees with them.
- (9) If all these assumptions of these Operating Conditions and General Terms and Conditions are met, the Provider accepts the order and informs the Customer (Applicant) within 20 calendar days of the receipt of the order about further steps.
- (10) The Provider is entitled to reject the draft Specification or the order from the same reasons as in case of rejection of draft Contract under the General Terms and Conditions. The Provider shall inform the Customers about this fact in writing within 20 calendar days of the day of delivery of draft Specification or order.

Section XI. Service Delivery Deadlines

Article 1

Public Telephone Service

- (1) The Provider shall typically install or relocate fixed telephone lines within 15 calendar days from the acceptance of Specifications provided that the request is technically feasible. If a specific

request is not technically feasible the draft Specifications are stored in the database for the period of 12 months from being accepted (reasonable period of time). Once the technical preconditions are met or technical obstacles removed, the Customer is within reasonable time notified by the Provider of the acceptance of his/her order.

- (2) The deadline specified in paragraph (1) hereof shall not apply if the Provider and the Customer agreed otherwise or if the Customer fails to co-operate in the installation and transfer of the basic line.
- (3) The Provider shall make the installation of the telephone line by transfer:
 - If the draft Specification is submitted no later than ten (10) calendar days prior the end of the billing period, from the first day of the following billing period;
 - If the draft Specification is submitted less than ten (10) calendar days prior to the end of the billing period, from the first day of the second billing period following the submission of the draft Specification;
 - Or from the date written in the Specification.
- (4) The Provider shall relocate the telephone line within the deadlines agreed with the Customer.
- (5) The Provider shall make the change of the telephone line or change in the identification and other data no later than from the first day following the billing period during the billing period in which it accepted the Specification. This deadline does not apply to the Provider, if the deadline was agreed otherwise.
- (6) The Provider installs additional services within two working days of the Specification acceptance, unless agreed otherwise with the Customer.
- (7) The Provider installs and transfers branch lines based on its capacity within the deadlines agreed with the Customer.
- (8) The Provider installs and transfers euroISDN lines, if the requirement is technically feasible within 40 days of the Specification acceptance.
- (9) The Provider shall install and relocate VoIP lines as long as technically feasible within a 40-day period from the acceptance of the Specifications.
- (10) The deadline specified in paragraph (8) and (9) hereof shall not apply, if the Provider and the Customer agreed otherwise.
- (11) If the Customer's requirement for euroISDN line installation cannot be satisfied due to technical reasons, the draft specification is filed for 12 months of the day of its acceptance (adequate period). After the technical assumptions are met or technical obstacles are eliminated within the adequate deadline the Customer is informed about the acceptance of the order by the Provider.
- (12) The Provider installs and transfers digital lines of 2046 kbit/s within the deadline reflecting its technical capacity.
- (13) The Provider installs and transfers the telephone lines within the deadlines specified above based on its technical capacity and it follows the order in which the draft Specifications were delivered to it.
- (14) The deadline for defect elimination, i.e. the time from defect notification until the moment when the telephone line is put into operation after testing shall not exceed 72 hours with the following exceptions:
 - a) If the defect is caused by circumstances excluding liability in accordance with provisions of Section 374 of Act No. 513/1991 Coll., Commercial Code, as subsequently amended;
 - b) If the Customer fails to co-operate in the defect elimination, especially prevents access to the end point or leased or contractually maintained terminal equipment.

Article 2 Operator Services

Operator services are provided immediately after the Provider's operator answers the call.

Article 3 Information Services

Information services are provided immediately after the Provider's operator answers the call or at the moment of connection to the automatic voice equipment in case of services provided based on the communication with the Customer using automatic voice equipment.

Article 4 Unoccupied

Article 5 Price Discounts

- (1) The provision of discounts to persons with special social needs (handicapped people) takes place on the next day after the acceptance of the requirement by the Provider or - in the rest of the cases – in the first billing period after filing the request.
- (2) If the requirement for a discount is made together with the requirement for installation of basic telephone line, the respective discount is applied from the day following the basic line installation.
- (3) In case of an application for provision of lease or sale of a special telephone set, the requirement is usually realised within sixty (60) calendar days as of making of the application.

Section XII. Prices and Payment Terms and Conditions

Article 1 Common Provisions

- (1) The selected electronic communications services provided to Customers (Subscribers) of telephone lines are charged based on the price plans defined for basic groups of telephone lines, i.e. for household lines (used for non-business purposes) and business lines (used for business purposes). The inclusion of the telephone line into the respective group is defined by the Customer when it applies for the installation of the telephone line or installation by transfer. The Provider offers different additional pricing programmes and discounts for selected services. The specific information about the pricing plans, programmes and prices of selected services not included in the pricing plans are published in the Price List.
- (2) The Customer (Subscriber) can appoint a different person to be a payer of electronic communications and other services. If a different person than the Customer is a payer, the Provider delivers the bill to the payer to the address notified by the Customer. If the payment is not made within the due date specified in the document, the Provider shall notify the Customer or the payer about the outstanding amount and provides additional deadline.
- (3) The Provider charges the fees for provided electronic communications services based on the bill according to the type of service or a summarising billing containing one item as preferred by the Customer (Subscriber). The bill is entitled Service Billing (hereinafter referred to as the Billing).
- (4) The Customer may opt for the printed or electronic form of Service Billing. The electronic form of Service Billing is called e-account – see Article 7 of Section VI of Operating Conditions.
- (5) A summarising bill containing one item is a document delivered by the Provider to the Customer or an authorised person (e.g. the payer). It contains the amount to be paid for the electronic communications services and other essentials in the following scope:
 - a) Bill number;
 - b) Commercial company, seat, ID number and legal form of the Provider;
 - c) Provider's contact place for the purpose of potential claim;
 - d) Provider's bank account and account number;
 - e) Customer's (Subscriber's) identification data;
 - f) Type of telephone line and name of the pricing plan;

- g) Customer's telephone number;
 - h) Date of issuing the document;
 - i) Billing period specification (date of the first and last day of the billing period including the data about the time of last billing period);
 - j) Total amount to be paid;
 - k) Due date.
- (6) The bill according to the type of services is a payment document delivered by the Provider to the Customer or an authorised person (e.g. payer) containing the billing of electronic communications services. The bill contains at least the following information:
- a) Bill number;
 - b) Commercial company, seat, ID number and legal form of the Provider;
 - c) Provider's contact place for the purpose of potential claim;
 - d) Provider's bank account and account number;
 - e) Customer's (Subscriber's) identification data;
 - f) Type of telephone line and name of the pricing plan;
 - g) Customer's telephone number;
 - h) Date of issuing the document;
 - i) Billing period specification (date of the first and last day of the billing period including the data about the time of last billing period);
 - j) Due date;
 - k) Breakdown of provided electronic communications services:
 - ka) Individual categories (individual services) under the valid Price List;
 - kb) Number of clearly specified units and specification of the time of call (peak, off peak etc.) and category (individual services) und the valid Price List and broken down to individual services;
 - kc) The number of provided and used free units if they are provided and information and the transferred number of free units from the past and consequent billing period;
 - kd) Price of the given service category in total;
 - a) Settlement of advances, excess payments or arrears, e.g. total amount outstanding;
 - b) Value added tax;
 - c) Total amount to be paid.

The service bill can contain other essentials as required by the Provider.

- (7) The price of calls can be also paid by prepaid telephone cards and by coins (only public payphones).
- (8) Calls automatically switched are charged according to the call detailed records depending on the type of call, length of call and period in which the call was made (peak, off peak) based on the prices per minute of call under the respective tariff allocated to each telephone line, time intervals and minimum length of call. The price per minute of call is the price of one minute of call clearly defined for each type of call (local, long-distance, international, calls to public communications networks of other operators or other providers of public electronic communications services – e.g. to mobile networks, information services etc. At the same time this price is set based on the time of call (peak, off-peak) and pricing programme allocated to each telephone line. The price per minute of call is complemented by the time interval and minimum length of call that is subject to charge. The time interval defines the method of application of price per minute of call. The minimum length of call subject to charge is such length that is subject to charge any time, i.e. even in case the call is shorter than the minimum call length defined by the Provider. The length

of call is determined by the number of minutes shown on the respective Provider's equipment, unless defect was revealed that would have an impact on the number of billed minutes.

- (9) Calls automatically switched from public payphones and public call offices are charged according to the number of pulses. Tariff pulses are generated by rating systems of automatic telephone switches in time intervals set for each type of call (local, long-distance, international, calls to other communications networks or to services – e.g. to mobile networks, information services etc.) and based on the time of call (peak, off-peak).
- (10) The Provider is obliged to enable its Customers free of charge to make:
 - a) Emergency calls including potential forwarding of the emergency call within the integrated security system;
 - b) Report failures and defects;
 - c) Calls to long-distance and international call centre;
 - d) Connection to the telephone line for filing telegraphs;
 - e) Information through automatic voice equipments informing the calling customer about the change of numbers in its telephone network;
- (11) Prices and conditions for semi-automatically switched calls are specified in the Price List.
- (12) If the operation of the telephone line is temporarily suspended upon the Customers request, the Customer is charged the price for the use of the telephone line under the Price List.
- (13) The Customer (Subscriber) may ask for the payment of prices of selected electronic communications services in the form of instalments.
- (14) The Provider shall enable based on its technical and operating capacities the payment for topping up the mobile telephone credit through the Service Billing.
- (15) If the Customer's claim is acknowledged as authorised or in case of decision of the Authority on the objection against the claim handling by the Provider, the Provider is obliged to return the excess payment to the Customer no later than within 30 calendar days of the claim handling or of the date when the decision of the Authority or court comes into force. Further details are specified in the General Claims Rules of the Provider.
- (16) The Customer may ask the Provider in connection with the claims handling and under the conditions specified in the General Claims Rules for suspension of payment of prices of provided electronic communications or other services.
- (17) If the conditions for discounts to groups of citizens specified hereof cease to exist, the discounts shall be stopped from the first billing period following the expiry of the mentioned conditions.
- (18) The person registering the call with the public call office shall pay an advance for the price of call adequate to the length of call and provided service, but at least for 5 minutes of call and an advance for potential other services required by that person.

Article 2

Price Discounts

- (1) Price discounts are provided in the scope defined by the Act on electronic communication according to Section VII. of the Operating Conditions.
- (2) The Provider provides price discounts above the framework defined by the Act on electronic communication to the resistance movement members and their survivors based on a proposal of Contract or Specification, the appendix of which is a recommendation of the respective section of the Czech Freedom Fighters Association. For the purpose of these Conditions, resistance movement members and their survivors are understood as the following:
 - a) resistance movement members, who are entitled to pension, handicap allowance, service allowance, social or widow allowance and are holders of the certificate of the Ministry of Defence under the Act No. 255/1946 Coll., on Czechoslovak soldiers abroad and some other participants in the national fight for freedom or holders of the certificate of the Ministry of Defence of participation in 1st or 2nd resistance;
 - b) widows of members of the resistance movement, who were married to them during the resistance activity of their husbands, if they have not been married again or live in a common household with a spouse.

- (3) The Provider provides price discounts above the framework defined by the Act on electronic communication to prosecuted persons rehabilitated under Section 29 paragraphs 1, 2 and 3 letters c) and d) of the Act No. 87/1991 Coll., on extrajudicial rehabilitations as amended, who are considered resistance movement members. Conditions of granting price discounts, detailed procedures of provision of telephone lines to such persons and their transfers are governed by agreements made between the Provider and Konfederace politických vězňů, Sdružení bývalých politických vězňů ČR 1948-1989, Svaz PTP-VTNP vojenské tábory nucených prací and Sdružení bývalých příslušníků VBO (vojenské báňské oddíly).
- (4) Beyond requirements of the ECA, the Provider provides price discounts to persons depending on someone else's assistance with the awarded dependence level I according to the Social Services Act No. 108/2006 Coll. The entitlement to price discounts shall be proven by a decision or notification of a municipal office of a community with extended powers to award social care allowance, stating the level of dependence I. All actions associated with exercising, awarding and ceasing the entitlement shall be reasonably governed by provisions of Article 6 (special phone sets rental), 7 and 8 (Special prices) of the Section VII. Universal Service hereof.
- (5) The scope and level of price discounts is defined in the valid Pricelist.
- (6) Customers (Subscribers) of telephone lines for which price discounts are provided are obliged to inform the Provider of all the facts influencing the entitlement to provision of the above benefits immediately after such facts arise, but no later than 7 days since the day of such fact, or to prove upon an appeal by the Provider that the conditions for provisions of the benefits are still fulfilled. In case of non-reporting of such changes the Provider shall require (and potentially enforce) return of unreasoned enrichment in the scope of the provided benefit as of the first day of the month following the day when the conditions for provision of the benefits ceased to be fulfilled..
- (7) If the reasons for granting price reductions cease to exist, the Provider shall transfer a telephone line with price reductions to a fully paid telephone line as of the date he learns about such a fact. This does not affect the right of the Provider to require (and potentially enforce) the return of unreasoned profit according to paragraph (6) of this Section.

Section XIII. Service Technical Assurance

Article 1

Public Telephone Service Technical Assurance

- (1) The technical parameters of the public telephone service are set by the transmission plan, signalling plan, synchronisation plan, numbering plan, valid technical standards and international recommendations and Regulation of the Ministry of Transportation No. 196/2000 Coll. defining the characteristics, parameters and quality indicators of services provided within the universal service by the telecommunications license holders.
- (2) The Provider provides for connection and access to the public telephone service through the end point. All rights and obligations of the Provider and the Customer (Subscriber) relate to the end point of the network and provisioning of public telephone service. The end point must enable:
 - a) Connection of the terminal telecommunications equipment;
 - b) Works and measuring by the Provider or other authorised entity;
 - c) Control by the Provider.
- (3) The end point intended for connection of the terminal equipment is physically determined by the subscriber socket intended for connection of a telephone set or another terminal equipment;
 - a) by clamps on the PBX distribution panel or another connecting or switching equipment of the Customer (Subscriber);
 - b) by clamps on the distribution panel or different equipment of the Provider's public telephone network located in the complex or on the continuous land plot owned by the Customer or authorised Lessee.

If the Provider during the installation of the end point uses the communications cables owned by a different legal entity, it handles maintenance and defects elimination in agreement with its owner or an authorised person.

- (4) In case of end points under paragraph (3)(b) and (c) hereof, they have to be made so that the lines terminated in these end points always belonged to one Customer.
- (5) The specific implementation and location of the end point under paragraph (3) (b) and (c) hereof is regulated by the contract between the Provider and the Customer (Subscriber). The contract on connection of the terminal equipment shall be concluded no later than within 60 calendar days of the delivery of the application for connection to the Provider.
- (6) The cables behind the end point are owned by the Customer or property owner. If the Provider installs, repairs or changes the cabling behind the end point upon the Customer's request and after the agreement with the building owner, these works shall be charged to the Customer.
- (7) The conditions for connection of terminal equipments to the end point are regulated by:
 - a) Act on Electronic Communications.
 - b) Act No. 22/1997 Coll. on Technical Requirements for Products and Changes and Amendments to Other Acts, as subsequently amended (hereinafter referred to as Act No. 22/1997 Coll).
 - c) Regulation of the Government defining the technical requirements for products, issued for the implementation of Act No. 22/1007 Coll., especially Regulation of the Government No. 426/200 Coll. defining the technical requirements for radio and telecommunications terminal equipments.
- (8) Only terminal equipments meeting the conditions of Act No. 22/1997 Coll., as subsequently amended, and related regulations of the Government issued for their implementation, especially Regulation of the Government No. 426/2000 Coll. defining the technical requirements for radio and telecommunications terminal equipment, as subsequently amended, marked with the respective identification (CCz or CE compliance) can be connected to the end point.
- (9) The terminal equipment for which the decision on compliance or acknowledgement expired can stay connected to the public telecommunications network of the Provider if:
 - a) Connection was permitted by the decision of the respective body;
 - b) It is the terminal equipment owned by the Provider (lease)and the specific terminal equipment is able to co-operate with the equipment of the public communications network operated by the Provider. It means that it co-operates through this network with other devices and equipment, does not have a negative impact on this network, does not cause deterioration of service quality and does not overuse the capacity of this network.
- (10) The terminal equipment meeting the requirements of paragraph (8) hereof can be connected to the end point of public telecommunications network operated by the Provider by the Customer if the following conditions apply:
 - a) the end point consists of subscriber socket;
 - b) the terminal equipment is equipped with the respective type of telephone plug pursuant to paragraph a).If the terminal equipment is not equipped with the telephone plug, the person authorised for installation, maintenance and servicing of the telecommunications equipment can only make its connection.
- (11) Maximum two terminal equipments can be connected to the end point of the public telecommunications network operated by the Provider. Separate terminal equipments include combinations of different types of devices (telephone, messaging, fax, data) connected in one unit and equipped with a cord with a telephone plug. In case of connection of a separate telephone set together with a fax or modem, it is necessary to use the automatic switch so that all incoming calls could be answered.
- (12) Data transmission in the voice band using the terminal equipment connected to the public telecommunications network that is not the terminal equipment of public telephone service (e.g. modem) is governed by the data service operating conditions.

Article 2

Emergency Calls Technical Assurance

- (1) The Provider creates such technical conditions so that access to emergency calls is ensured round o'clock from all telephone lines including public payphones and call offices in the Provider's public telephone network.
- (2) The created technical conditions provide for free access to emergency calls including the emergency calls from public payphones that can be made without using the coins or prepaid cards.
- (3) The Provider guarantees to an entity operating a site for reception of calls to emergency numbers a connection and operation of end points intended for reception of emergency calls including a potential switching (forwarding) of an emergency call within the integrated emergency system.
- (4) The Provider guarantees to an entity operating a site for reception of calls to emergency numbers immediate and free access to information for identification and localisation of the caller via remote access. The information may only be used for localisation or identification of the caller calling to emergency numbers.

Article 3

Technical Assurance of Services from Public Payphones

- (1) The Provider installs public payphones in places accessible to wide public. The location of public payphones falls into the responsibility of the Provider.
- (2) The Provider installs public payphones from which the payment for calls is made by coins (coin operated public payphones) or prepaid telephone cards (card operated public payphones). Public payphones may be installed as combined and it is possible to use both coins and cards for the payment for calls. The Customer is informed about the balance of his credit used for the payment on the public payphone display.
- (3) Public payphones are equipped with the telephone directory published for the territory where the public payphone is located. The equipment also includes the information table with information about important telephone numbers, especially about emergency numbers with pictograms.
- (4) The Provider shall ensure the barrier free access to selected public payphones including special equipment in accordance with valid legal regulations.

Given in Prague on 14th April 2005

On behalf of Telefónica O2 Czech republic, a.s.:

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