



## **Operating conditions for provision of service of digital television O<sub>2</sub> TV**

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## Article 1 Introductory provisions

- 1) The operating conditions for the provision of the digital television service O<sub>2</sub> TV (referred to hereinafter as "Operating Conditions") constitute a part of the General Conditions for the Provision of Publicly Available Electronic Communication Services of the Company Telefónica Czech Republic, a.s. issued by the company Telefónica Czech Republic, a.s. in the valid wording (referred to hereinafter as the "General Conditions").
- 2) The Operating Conditions designate the detailed conditions for the provision of a set of electronic communication services and associated Additional Services included in the digital television service O<sub>2</sub> TV (referred to hereinafter as the "Service", unless the need for a more detailed specification arises from the concrete case). The Operating Conditions are binding for the company Telefónica Czech Republic, a.s., as its provider (referred to hereinafter as "O<sub>2</sub>") and all its Subscribers.
- 3) The prices for the Service and Additional Services are given in the Electronic Communications – digital television O<sub>2</sub> TV (referred to hereinafter as the "Pricelist of Service"), which is available on the internet pages of O<sub>2</sub> <http://www.cz.o2.com/o2tv> (referred to hereinafter as "Internet Pages") and available for inspection at the Contact Places.
- 4) The Service is provided in the context of the tariffs given in the Pricelist of Service.
- 5) Every natural person who applies for the provision of the Service, accedes to the General Conditions and these Operating Conditions and enters into a contractual relationship with O<sub>2</sub> has a right to the provision of the Service in the scope of these Operating Conditions.

## Article 2 Explanation of terms used

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

- 1) **Application "My Account"** – self-service O<sub>2</sub> portal available on the internet pages of O<sub>2</sub> <http://www.mojekonto.cz>. For access verification is necessary using a login name and password, which the Subscriber receives with the Notification Message.
- 2) **Application "Order via TV Menu"** – this application allows the ordering of selected Additional Services via the television menu Services accessible in the section My Services/Order.
- 3) **Digital line** – includes the type of connection Digital Line ISDN2U type A and Digital Line ISDN2S/T type A for a public fixed network (referred to hereinafter as "Fixed Network"), which allows access to the Service at the End Point on a digital subscriber interface. The End Point is the reference point U or S/T. The specification of the interface in the reference point U and S/T is based on the technical report ETSI ETR 080 (7/93).
- 4) **Additional Services** – applications and products which cannot be used separately but only in addition to the Service pursuant to the conditions currently published on the Internet pages and the Pricelist of Service. The use of Additional Services may be conditional on the use of the corresponding Customer Premises Telecommunication Equipment.
- 5) **End point of network** (referred to hereinafter as "End Point") – physical connection point in which the Subscriber is provided access to the Fixed Network and in which the Service is provided to the Subscriber; in the case of a network including commutation or routing, this point is designated by a specific network address, which may be associated with the number or name of the Subscriber.
- 6) **Customer Premises Telecommunication Equipment** – assigned resource connected to the Fixed Network and approved by O<sub>2</sub> allowing or supporting the provision of the Service via this network. A detailed technical specification and list of recommended items of customer premises telecommunication



equipment for the Service is given on the Internet Pages. In the case of the Service this consists primarily of a splitter, modem and set-top-box.

- 7) **O<sub>2</sub> eShop** – self-service portal of O<sub>2</sub> accessible on the internet pages O<sub>2</sub> <http://www.o2shop.cz>.
- 8) **Connecting Wiring** – wiring from the local O<sub>2</sub> telephone exchange, or its detached part, to the End Point.
- 9) **Connection to Fixed Network** – establishment and operational launch of Connecting Wiring and End Point allowing access to the Service pursuant to the designated conditions.
- 10) **Connection** – type of connection to the Fixed Network allowing access to the Service at the End Point on an analogue subscriber interface.
- 11) **Access to Fixed Network** – operation of End Point, i.e., possibility of Subscriber to implement access to the Service.
- 12) **Self-Installation Package** – package sent to O<sub>2</sub> Subscriber containing the Customer Premises Telecommunication Equipment ordered by the Subscriber and other necessary components by which the Subscriber connects to the Fixed Network in order to use the Service, including instructions and essential documentation for installation of the Customer Premises Telecommunication Equipment by the Subscriber.
- 13) **Subscriber** – every natural person who has concluded a Service Provision Agreement with O<sub>2</sub>; the term also includes the proposer (applicant for provision of Service) and the user, unless the need for a more detailed specification of the individual category arises from a concrete case.
- 14) **xDSL** – DSL (digital subscriber line) is a technology which uses the Fixed Network for high-speed data transfer. It is, for example, ADSL and VDSL.

### Article 3 Characteristics of service and conditions for its provision

- 1) The Service consists of the distribution of radio and television broadcasts of a third party via the Fixed Network with the aim of providing broadcast content to the Subscriber and other services consisting, for example, of making audiovisual works available. The Service is provided in selected localities on the territory of the Czech Republic. The Service is made accessible to the Subscriber on one television set and under the condition of adherence to all the conditions designated by these Operating Conditions. Neither the delivery nor the operation of the television set constitutes a part of the Service.
- 2) In addition to the Service it is possible to order an Additional Service called Multi, which allows the use of the Service on two television sets at the same time whilst using two set-top-boxes, and on each of these television sets it is possible, for example, to watch a different television programme or to watch a television programme on one television set and watch an audiovisual recording from the offer of the O<sub>2</sub> TV video library on the other. A Subscriber can use the Additional Service Multi only in one flat, flat unit, non-flat unit or similar independent premises defined in terms of administration, construction or technically and used by the Subscriber and for the purposes of the household of the Subscriber. The Additional Service Multi is provided in selected localities on the territory of the Czech Republic.
- 3) The operating and technical parameters of the Service are published on the Internet Pages. O<sub>2</sub> is authorised to amend these parameters unilaterally.
- 4) The provision of the Service may have an influence on the echo speed (PING) in the case of concurrent use of xDSL services on the same Connecting Wiring.
- 5) The provision of the Service may have an impact on the connection speed via the xDSL technology. When the Service and xDSL technology is used at the same time, the internet connection speed may be reduced. After finishing the use of the Service by switching off the set-top-box, the xDSL connection speed will renew.



- 6) In the context of the distribution of television and radio broadcasting of a third party, the Service allows the Subscriber access to the content of television and radio broadcasting of a third party for a fixed monthly price, and the number and type of television and radio channels is designated according to the current offer of O<sub>2</sub> published on the Internet Pages and in Pricelist of Service. At its own discretion, O<sub>2</sub> is authorised to change the current offer pursuant to the preceding sentence without a duty to announce this fact to the Subscriber.
- 7) As part of the Service, O<sub>2</sub> provides the Subscriber space for saving recordings of television broadcasts acquired by the Subscriber for his or her personal needs, and this shall be for a period of 7 days after the making of the recording. The capacity of this storage is 10 hours. A subscriber can specify a recording at the latest 3 minutes before the start of a programme via the TV Guide in the TV menu or on the internet pages <http://www.o2-tv.cz/tv-program/> or on the wap pages [m.o2-tv.cz](http://m.o2-tv.cz). A Subscriber can also record several programmes at the same time. It will not be possible for the Subscriber to record programmes broadcast on the adult channels, HDTV channels, and regional ČT channels. Recordings are available via the TV menu. O<sub>2</sub> shall bear no liability for the content of recordings made by the Subscriber. O<sub>2</sub> is authorised unilaterally to change the capacity of storage, the time of storage of a recording and scope of TV channels from which it is possible to make recordings or to cancel the functionality of storage altogether. These changes cannot be considered a worsening of contractual conditions.
- 8) Additional Services consist of the O<sub>2</sub> TV additional channel offer (other packages of TV channels), the O<sub>2</sub> TV Video Library (audiovisual content upon request – on the basis of the request of a Subscriber, it allows the viewing of certain audiovisual recordings from the current offer of O<sub>2</sub>) and other additional services pursuant to the current offer of O<sub>2</sub> published on the Internet Pages and in the Pricelist of Service, which O<sub>2</sub> is authorised to change at its own discretion, which the Subscriber selects. The Subscriber may order the Additional Service in one of the following ways: by telephone on the O<sub>2</sub> customer line 800 123 456 or in the application “My Account” or in the application “Order via TV Menu” or in the Contact Places.
- 9) The full use of the Service (including, for example, the function teletext and stereo) is conditional on the use of a corresponding television set by the Subscriber.
- 10) The Service is accessible on the interfaces SCART and HDMI. O<sub>2</sub> does not guarantee the accessibility of the Service via the interface HDMI.

#### **Article 4 Establishment of Service**

- 1) The Service can be established under the conditions designated in these Operating Conditions on a connection of the type Connection or Digital Line after the Proposer asks for the establishment of the Service in one of the following ways: by telephone via the customer O<sub>2</sub> line 800 02 02 02 or by filling in and sending the form via the O<sub>2</sub> eShop or at the Contact Places. If before the establishment of the Service the Subscriber had not used any of the services of O<sub>2</sub> provided via the Fixed Network, in the context of the establishment of the Service Connecting Wiring and an End Point are established and put into operation.
- 2) The establishment of the Service is preceded by a measurement of the quality of Connecting Wiring of the Proposer necessary for the establishment of the Service. It may also be necessary to take a measurement in the place of the required establishment of the Service.
- 3) O<sub>2</sub> will establish the Service for the Proposer if the measuring of the Connecting Wiring on which the required Service is to be established demonstrates the technical viability of the establishment of the Service. O<sub>2</sub> will electronically send the Proposer a notification message about the technical viability of the establishment of the service (referred to hereinafter as "Notification Message") to the electronic contact given by the Proposer when ordering the Service.
- 4) The Service cannot be established if the function “Advice Of Time” is running on the Connecting Wiring.
- 5) If the End Point does not consist of a telephone socket and one RJ 11 connector, or if there are also other parallel sockets, before the ordering of the Service the Proposer must ask O<sub>2</sub> for the free



replacement/alteration of the End Point. Only a person who is authorised for this according to a special regulation and commissioned by O<sub>2</sub> may perform this activity.

- 6) The Service may be installed on the side of the Proposer:
  - a) via a self—installation package by the Proposer; or
  - b) utilising the services of an O<sub>2</sub> representative.
- 7) The Service is established on the 5th day from the sending of the Notification Message to the Subscriber concerning the establishment of the Service.
- 8) Access to the Service is secured via the preconfigured user name “O2” and the password “O2”.
- 9) O<sub>2</sub> will establish the Service as a rule within 21 days from the date of the submission of a request for its establishment if technically possible or unless otherwise agreed between the contracting parties.
- 10) The Service can be transferred at the request of the Subscriber for a fee pursuant to the Pricelist of Service to another place within the Fixed Network when these preconditions are all met:
  - a) The Subscriber is the authorise user or owner of the premises or real estate to which the Service is to be transferred;
  - b) for the transferred service there are no recorded post-due payables for the provision of electronic communications services and other associated activities;
  - c) The subscriber gives essential identification and other data associated with the transfer of the Service and submits to O<sub>2</sub> upon request documents proving the correctness of the specified data.
- 11) O<sub>2</sub> will transfer the Service to a new place if technically possible and in the order of the requests made. If an application does not have the preconditions specified in the preceding paragraph, O<sub>2</sub> shall be authorised to reject it.
- 12) If several services are provided on the given Connecting Wiring, it is not possible to transfer the Service independently, but only jointly with all electronic communication services provided on the given Connecting Wiring. If the Subscriber is not interested in transferring some of the electronic communication services provided on the given Connecting Wiring, these services will be cancelled at the request of the Subscriber.
- 13) On the basis of the Subscriber’s request, for a fee pursuant to the Pricelist of Service the Service can be transferred to another place within the Fixed Network within the building or to another building on the same land of the same owner. The provisions of articles 9, 10 and 11 are applied in a commensurate fashion for relocation.
- 14) The Service can be transferred between Subscribers in a manner pursuant to article 9.9.3. of the General Conditions.
- 15) In the case of a transfer of Service, the current Subscriber is obliged to pay all prices for the service and other associated activities provided up to the day of transfer of the Service.
- 16) If several electronic communication services are provided on the given Connecting Wiring, it is not possible to transfer the Service independently, but only jointly with all electronic communication services provided on the given Connecting Wiring. If the Subscriber or Proposer are not interested in the transfer of certain electronic communication services provided on the given Connecting Wiring, these services will be cancelled at the request of the current Subscriber (or Proposer).
- 17) If it is not possible to transfer a Service for reasons on the side of the Proposer, all electronic communication services provided on the given Connecting Wiring will be cancelled as of the required date of transfer.
- 18) Changes to the Service, including Additional Service, can be performed only via the O<sub>2</sub> customer line 800 123 456 or at the Contact Places.



## **Article 5 Rights and duties of**

- 1) O<sub>2</sub> is obliged to provide the Subscriber with the Service under the conditions given in the General Conditions and in these Operating Conditions. This duty may be restricted by the generally binding legal regulations of the Czech Republic or the impact of circumstances precluding liability.
- 2) O<sub>2</sub> shall not be liable for the content or any outages and other faults of the Service, including television and radio broadcasting, nor for a breach of the rights of third parties caused by making this content available or by the use of the Service.
- 3) O<sub>2</sub> declares that it is authorised to distribute the television and radio broadcasts of third parties, and that it is authorised to provide the Subscriber with Additional Services, including their content, as shown in the Operating Conditions.
- 4) O<sub>2</sub> is authorised unilaterally to replace the function of a Service or terminate the provision of a Service completely. The notification about the change of Service or end of Service must be made in compliance with the General Conditions.
- 5) O<sub>2</sub> is authorised unilaterally to restrict the scope of Additional Services. Restriction of the scope of Additional Services cannot be considered a fundamental change of contractual conditions.
- 6) O<sub>2</sub> is authorised to interrupt the provision of the Service if it is necessary for the maintenance of the technical and software resources via which the Service is operated. As a rule O<sub>2</sub> will perform maintenance within the time period from 02:00 to 05:00. If maintenance is performed at some other time, this fact will be announced to the Subscriber in some appropriate manner in advance.
- 7) O<sub>2</sub> has the right to check the customer premises equipment of the Subscriber from the aspect of compliance of the form and type of equipment and method of its connection.
- 8) Depending on the technical parameters of the Service and its content, O<sub>2</sub> is authorised to require of the Subscriber the specification of a numerical password for the use of certain functionalities of the Service (referred to hereinafter as "Access Codes"). At its own discretion, O<sub>2</sub> is authorised to expand the number of functionalities available only on the basis of the specification of the Access Code.
- 9) On the basis of a unilateral decision, O<sub>2</sub> is authorised at any time to change, suspend or cancel the Access Codes with the aim of unifying the various access passwords which the Subscriber has in the context of various services provided by O<sub>2</sub> or for security reasons. The Subscriber will be informed of the performance of these measures in an appropriate manner and suitably in advance.
- 10) O<sub>2</sub> will ensure the preservation of the confidential nature of Access Codes of its Subscribers on the side of O<sub>2</sub>.
- 11) O<sub>2</sub> is authorised to introduce additional methods for protecting the Fixed Network and Service if it believes that the introduction of such protection is in the interests of the Subscribers, third party or Fixed Network. This involves, for example, the protection of rights and justified interests of authors, performing artists and radio and television broadcasters for their broadcasting.

## **Article 6 Rights and duties of Subscriber**

- 1) When using the Service the Subscriber is obliged to adhere to the provisions given by these Operating Conditions and generally binding legal regulations of the Czech Republic and to act in compliance with good morals and generally acknowledged moral and ethical standards. The Subscriber shall in particular not breach the legally protected rights of O<sub>2</sub> and third parties, in particular it shall not harm, debase, overload or worsen the provided Service to the detriment of other subscribers.
- 2) The Subscriber undertakes not to interfere with the Fixed Network nor the equipment of O<sub>2</sub> nor to attempt unauthorised access to content accessible via the Service. For access to the content of the



Service, the Subscriber is authorised to use only the technical resources and procedures which were provided or intended for it for this purpose by O<sub>2</sub>.

- 3) The Subscriber undertakes to use the Service exclusively for personal use. The Subscriber shall incur no right to use the content in the sense of section 12 of Act No 121/2000 Coll., the Copyright Act, as amended. Making content available which was gained as part of the Service, including any public production, is expressly forbidden. The Subscriber is obliged to use any and all content gained via the Service in compliance with the law, good morals and generally accepted customs and public order. In particular the Subscriber undertakes to refrain from (a) the reproduction and copying of content, its distribution, by any means of public communication, the conversion and adjustment of content (b) the suppression, circumvention or other manipulation of copyright and other identification data about the rights of authors included in contents, and also technical protective elements, digital fingerprints and any other information mechanisms which may be a part of the content.
- 4) The Subscriber can change the Access Codes under the conditions designated by O<sub>2</sub> and published in the Contact Places and on the Internet Pages.
- 5) The Subscriber is obliged to take the corresponding steps for the due securing and protection of the Access Codes from abuse. The Subscriber is obliged to keep the Access Codes under his own exclusive personal control. In the case of the loss, theft or other breach of right of use of the relevant Access Code, the Subscriber shall be obliged to announce this fact without delay to O<sub>2</sub>, and the Subscriber shall be liable for each use of the Service until the moment of the announcement of this fact to O<sub>2</sub>.
- 6) When using the Service the Subscriber may use only equipment which does not interfere with the operation of the Service and is not in conflict with the legally protected rights of third parties.
- 7) The Subscriber is not authorised to use installed equipment of O<sub>2</sub> for purposes other than those for which it was provided nor to alter its configuration in any way. He or she must not change anything or in any way interfere in the technical equipment of the Fixed Network, including the End Point.
- 8) The Subscriber undertakes to perform all measures which are necessary on its side to prevent abuse of the Service. The Subscriber is responsible for the consequences of such abuse should it occur.
- 9) The renting of Customer Premises Telecommunication Equipment is governed by the Business Conditions for the Provision of the Service Renting of O<sub>2</sub> Customer Premises Telecommunication Equipment.

## **Article 7 Restriction, interruption and termination of provision of Service**

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



- 6) In the course of the establishment of the Service, the services provided via the Fixed Network on the same Connecting Wiring may be temporarily unavailable.
- 7) During the period for the cancellation of the Service, it is not possible to assert requirements for a change for other services provided by O<sub>2</sub> to the Subscriber.

## **Article 8 Reporting of faults of Service and their elimination, including periods**

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

## **Article 9 Protection of rights to intangible assets**

- (1) The contracting parties have agreed that without the prior written consent of the other party they will not use the trademarks and other protected marks of the other party unless expressly agreed otherwise.
- (2) When using the Service, the Subscriber is obliged to protect the rights to intangible assets of O<sub>2</sub> and other subjects which O<sub>2</sub> ensured for the Subscriber for use in connection with the provision of the Service.
- (3) A breach of liabilities pursuant to article 9 paragraph (1) and (2) of the Operating Conditions constitutes a serious breach of the contractual relationship.



## **Article 10 Final provisions**

- 1) These Operating Conditions become valid and effective on the date 1.7.2010. and replace the Operating Conditions for the Provision of the Publicly Available Service O<sub>2</sub> TV valid and effective from 1.9.2009.
- 2) The Operating Conditions are available for inspection at all contact places and are published on the Internet Pages.
- 3) O<sub>2</sub> reserves the right to change these Operating Conditions, and it will give the Subscriber information about a change in compliance with the General Conditions.

Prague, date: 30.6.2010

On behalf of Telefónica Czech Republic, a.s.

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