



Operational Terms & Conditions of O₂ Mobile Voice

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Article 1 Preamble

- 1) The Operational Terms & Conditions for the provision of O₂ Mobile Voice (hereinafter referred to as „Operational Terms & Conditions“) constitute an integral part of the General Terms & Conditions for the Provision of Public Electronic Communication Services of Telefónica Czech Republic, a.s. published by Telefónica Czech Republic, a.s., in applicable version (hereinafter referred to as the „General Terms & Conditions“).
- 2) The Operational Terms & Conditions define the detailed conditions for the provision of a set of publicly available electronic communication services and the related Complementary services included in O₂ Mobile Voice service (hereinafter referred to as „Service“). The Operational Terms & Conditions are binding for Telefónica Czech Republic, a.s., the Provider of the Service Provider (hereinafter referred to as „O₂“), and all Subscribers.
- 3) The provisions of these Operational Terms & Conditions will also be applied to the Prepaid services.
- 4) The prices of the Service are specified in the Price List of O₂ Mobile Voice (hereinafter referred to as „Service Price List“), available on the O₂ web site: <http://www.o2.cz> (hereinafter referred to as „Internet“) and at the Provider's points of contact.
- 5) The prices of the Prepaid service are displayed in the Price List of O₂ Prepaid services, available on the Internet and at the Provider's points of contact.
- 6) The Service is provided at tariffs set forth in the Service Price List.

Article 2 Terms and abbreviations

The meaning of the below terms and abbreviations in the context of these Operational Terms & Conditions shall be as follows:

- 1) **Complementary services:** applications and products that cannot be used separately but only as a complement to the Service under the current conditions published on the Internet. The application of the Complementary services may also be conditioned by the use of the appropriate CPE (Customer Premises Equipment).
- 2) **Fair User Policy** (hereinafter referred to as “FUP”): measures adopted in the mobile network in order to protect the Subscribers from excessive load from the rest of the Subscribers. The principle of FUP is a gradual reduction of transmission speed in those Subscribers who excessively load the network in particular by long periods of downloading of large volumes of data.
- 3) **Customer Premises Equipment:** a device connected to the Mobile network to enable or support the provision of the Service.
- 4) **Mobile network:** public electronic communication mobile network of O₂.
- 5) **O₂ eShop:** O₂ self-service portal available at O₂ web site: <http://www.o2shop.cz>.
- 6) **PIN:** a four-digit code protecting the SIM card from fraud. After three (3) incorrect entries the SIM card will be blocked. The Subscriber must then enter his/her PUK code to unblock the card.
- 7) **PUK:** an eight-digit code enabling the unblocking of a blocked SIM card. This code also be used for changing the PIN code. After ten (10) incorrect entries the SIM card will be blocked permanently.
- 8) **Prepaid service:** a service supplied till the exhaustion of the value / credit prepaid by the Subscriber.
- 9) **SIM card:** a card with a chip containing identification details i.e. operator network, phone number, activated services, billing, credit etc. To enter the network, Subscribers must insert the SIM card (protected against fraud by a PIN code) in the mobile communication devices. Each SIM cards contains a memory. The SIM card used for the provision of the Service is owned by O₂.



- 10) **Subscriber:** each natural or business entity signing with O₂ a contract for the provision of the Service. The term also involves the "Proposer" (i.e. an applicant for the Service) and the User unless the specific case requires a more detailed specification of each category.

Article 3 Characteristics of Service & Conditions of application

- 1) Using a SIM card, the Service enables sending of calls originated in the mobile network or on a CPE with which the SIM card is legally used (except for roaming calls), receiving of phone calls via SIM card and making of free calls to emergency numbers.
- 2) The operational and technical parameters of the Service are available on the Internet.
- 3) The availability of the Service is technically preconditioned by the existence of radio signal. The Service is not 100 per cent available within the whole territory of the Czech Republic. Areas with the likelihood of having the relevant radio signal in which the Service can be technically delivered are marked on the map of coverage (hereinafter referred to as the „Map“). The Map is displayed at the Provider's points of contact and on the Internet. The existence of the relevant radio signal, the technical conditions for the delivery of the Service, the availability and Service quality are dependent on the latest decisions of the competent governmental authority and the regime (mode) of the delivered Service. O₂ does not guarantee that the Subscriber will always be connected to the mobile network in all areas marked on the Map as being covered by relevant radio signal or where the provision of the Service is technically feasible and/or where the Service is available. O₂ is not responsible for the degradation of Service quality due to physical interferences or because of the character of the technology/ies applied.
- 4) The maximum duration of calls originated in the Mobile network is 70 (seventy) minutes. Once this period expires, O₂ may discontinue the call.

Characteristics of Complementary Services

- 5) **Outgoing Video Calling:** sending of video and audio calls to the called party in real time,
- 6) **Incoming Video Calling:** receiving of video and audio calls from the calling party in real time
- 7) **Calling Line Identification Presentation (CLIP):** the number of the calling party (line) is presented to the called party (line),
- 8) **Calling Line Identification Restriction (CLIR):** the presentation of the number of the calling party (line) to the called party (line) is restricted
- 9) **Call Forwarding Unconditional:** all incoming calls will be forwarded to a selected number,
- 10) **Call Forwarding - Busy Line:** incoming call is forwarded to a selected number in case the line is busy
- 11) **Call Forwarding - No Reply:** incoming call is forwarded to a selected number in case the line does not reply
- 12) **Call Forwarding - mobile subscriber is not reachable:** incoming call is forwarded to a selected number in case of no coverage in the area or a phone switched off
- 13) **Call Waiting:** indication of an incoming simultaneous call which allows the Subscriber to choose from three options - answer, reject or ignore the call
- 14) **Call Hold:** This allows the Subscriber to hold an incoming call followed by calling another number or accept the incoming call,
- 15) **Multi Party Service (or conference call):** set up of call by the calling party for the maximum of six (6) parties,
- 16) **Barring of All Outgoing Calls:**
- 17) **Barring of All Outgoing International Calls:**



- 18) **Barring of All Outgoing International Calls Except to Home Country:** barring of all international calls except for roaming calls to the Czech Republic,
- 19) **Barring of Incoming Calls:** barring of calls which disables receiving incoming calls,
- 20) **Barring of Incoming Calls when Roaming:** barring of calls which disables receiving roaming calls from abroad,
- 21) **Voice Mail:** storing and collection of calls from a voice mail box,
- 22) **Missed calls:** notification by SMS of all missed calls,
- 23) **O₂ receiving:** notification by SMS of the availability of the called party (line) in the O₂ network,
- 24) **O₂ operator:** opportunity of automatic connection after calling a busy Subscriber to O₂ network.
- 25) **Short Message Service Mobile Terminated:** enables transmission of short messages to a mobile phone,
- 26) **Short Message Service Mobile Originated:** enables transmission of short messages from a mobile phone,
- 27) **Multimedia Message Service Mobile Terminated:** enables transmission of multimedia messages to a mobile phone,
- 28) **Multimedia Message Service Mobile Originated:** enables transmission of multimedia messages from a mobile phone,
- 29) **Detail Bill:** presentation of detail bill after each billing period,
- 30) **One-off Detail Bill:** one-off presentation of detail bill requested by the Subscriber (under conditions set in the Service Price List),
- 31) **Directory Listing:** no display of the Subscriber's name in the telephone directory requested by the Subscriber,
- 32) **Language of Bill:** the option of choosing a language for the issue of bill,
- 33) **Roaming:** enables using of services in areas covered by foreign operator GSM/UMTS networks,
- 34) **SIM card temporary disconnect:** enables a temporary disconnection of a SIM card requested by the Subscriber due to the loss or theft of SIM card, the repair of a mobile phone or the utilisation shorter than 12 months. To re-connect (restore) the SIM card, the Subscriber must send an application.
- 35) **SIM card restoration (after temporary disconnect):**
- 36) **One-off change of Subscriber number:**
- 37) **Change of Service Tariff:**
- 38) **Line *11, Free Customer Care Line:**
- 39) **O₂ Backup:** enables making a backup of the directory and other data from the Subscriber's mobile phone on the account of the Subscriber created in the O₂ storage through the synchronisation between the Subscriber's mobile phone and the storage made by the Subscriber. O₂ is not responsible for the data content stored by the Subscriber on the storage account. O₂ Backup is a complementary service that is available on the O₂ web site: <https://www.o2zaloha.cz>.
- 40) **Access to Internet via Mobile:** the essence of the service is the possibility of accessing Internet solely via mobile phone. Unless otherwise specified in the Service Price List the Service is provided along with the application of FUP. The conditions of the application of FUP are set forth in the Service Price List on the Provider's internet. Cases that are not covered by these Operational terms & Conditions will be adequately governed by the Operational Terms & Conditions for the Provision of O₂ Mobile Internet.



- 41) More Complementary services on the service portfolio of O₂ specified in the Service Price List, the Price List of O₂ Prepaid services or on the Internet. The extent of the Complementary services to the Service and the Prepaid services may differ.

Article 4 Installation of Service

- 1) Each Subscriber who wishes to install the Service shall fill in and undersign the Service Specifications form (hereinafter referred to as „Specifications“) at the Provider’s point of contact. The Subscriber may ask for the delivery of the Specifications form by phone after dialling O₂ customer line or via eSHOP. The completed undersigned form will then be delivered along with the copy of the Subscriber’s identification documents to O₂.
- 2) The Service will be installed within next five (5) workdays from the delivery of undersigned Specifications to O₂, after the Subscriber has paid the required deposit (if relevant) as described in the Service Price List meeting all other conditions and prerequisites for the delivery of the Service. When using a special offer, the installation period for the Service is ten (10) workdays.
- 3) Installation of Service is a time point from which the Service is enabled. The using of the Service is enabled after the activation of SIM card in the O₂ network.
- 4) The provisions of Article 2 (“Signing of Contract”) of the General Terms & Conditions will be used in adequate extent to describe the installation of the Service. The installation of Complementary services will be likewise governed by the Operational Terms & Conditions on the Installation of Service and Article 9 (“Changes to Subscriber Contract”) of the General Terms & Conditions.
- 5) Each Service that was installed in a different manner that under the Operational Terms & Conditions is regarded as the Subscriber’s failure to meet the conditions for the provision of the Service. All Subscriber’s deposits will be returned in compliance with the General Terms & Conditions, Article 2.
- 6) If the Subscriber requests in the Specifications for the porting of the telephone number with the Service to be installed as of the day of porting the number, this Specifications will be deemed as approved after the elapse of two workdays from the placement of the Specifications provided that the Subscriber meets all conditions for the provision of Services under the General or Operational Terms & Conditions or after the approval of the Specifications by O₂. O₂ shall have the obligation to supply the Services to the Subscriber and the Subscriber shall have the obligation to pay for the delivered Services up to the point of activation of the Service following the porting of the relevant telephone number. If, in connection with the porting of the telephone number, the Service is not activated within 90 days from the filing of the Specifications for reasons on the part of the Subscriber it is deemed that the Service is no longer wanted by the Subscriber. This, however, shall not affect the right of O₂ to use the amount paid for the activation for settling the costs needed for the placement of order for number porting and/or to impose the agreed penalty.
- 7) If the request (in the Specifications) for the porting of a telephone number and for the installation of the Service is placed before the number is ported, the Subscriber will receive from O₂ an interim telephone number from the number range of the O₂ network. If the telephone number is not ported for reasons on the part of the Subscriber, O₂ shall continue using the current number for the delivery of Services to the Subscriber.
- 8) In cases stipulated by O₂, the Service may be installed in a different way than based on written Specifications. The Service will then be installed within five (5) workdays from the delivery of information of the Subscriber having received the consignment containing SIM card or a completed Specifications form sent to the Subscriber by O₂ following the Subscriber’s request made by phone on the O₂ customer line, by eSHOP or after some other action of the Subscriber (e.g. entry of code, active use of Service). Services installed under this Article may not bring the same benefits to the Subscriber as Services installed based on written Specifications. It is a standard routine that under Article 3:2 c) of General Terms and Conditions O₂ sets a limit for the Subscriber.



Article 5 Rights and duties of O₂

- 1) O₂ shall supply the Subscriber with the Service under the terms and conditions set forth in the General Terms and Conditions and these Operational Terms and Conditions. This obligation can only be limited by universal laws of the Czech Republic or special circumstances classified as “force majeure”.
- 2) O₂ may unilaterally change the features of the Service or cancel the Service completely. The notification of change of Service or termination (cancellation) of Service must be delivered in accordance with the General Terms and Conditions.
- 3) O₂ shall have the right to limit the extent of the Complementary services. The limitation of the Complementary services will not be deemed as substantial change of the agreed terms and conditions.
- 4) O₂ may suspend the supply of the Service when found necessary for the maintenance of hardware and software used as tools for the delivery of the Service. The time window allocated to maintenance will be communicated to the Subscriber in an appropriate form in advance.
- 5) O₂ shall not be liable for dysfunctions, outages or reductions of the Internet and the impact of these on the Service.
- 6) O₂ shall have the right to stop the dissemination of data by the Subscriber violating the General Terms and Conditions, Operational Terms and Conditions, universal laws and regulations of the Czech Republic or standard ethical rules. O₂ may deny the Subscriber from accessing some sections (servers) on the Internet with illegal or unethical contents.
- 7) O₂ is not responsible for the technical condition, operability and configuration of the customer premises equipment used by the Subscriber to the Service.
- 8) O₂ may install additional tools to protect the Mobile network and the Service if deemed helpful and beneficial for the Subscribers and the network.
- 9) O₂ may, at any time, change the software of the SIM card.

Article 6 Rights and duties of Subscriber

- 1) When using The Service, the Subscriber shall abide by these Operational Terms & Conditions, the General Terms and Conditions, all universal laws and regulations of the Czech Republic as well as respect standard ethical norms. The Subscriber undertakes not to violate the law-protected rights of O₂ and of third parties, namely not to do any harm to, devalue, overload or aggravate the supplied Service for the rest of the Subscribers.
- 2) Subscriber shall not use the Service for disturbing or annoying third parties.
- 3) The Subscriber shall take all inevitable precautions needed for protecting the Service from misuse or fraud. The Subscriber is responsible for all consequences of misuse or fraud should such occur. “Service misuse / fraud” means, among others, making of calls qualified as “automatic re-dial calls”.
- 4) The Subscriber undertakes to protect the SIM card by a permanent PIN code.
- 5) The Subscriber shall make sure that the PIN and PUK codes are thoroughly protected from misuse / fraud by a third party. When there is some suspicion that the PIN code was disclosed to an unauthorised person, the Subscriber must immediately change the code.
- 6) The Subscriber shall take all necessary steps to protect as best as possible the PIN and PUK codes from misuse. The Subscriber shall keep the PIN and PUK codes under his / her personal control. In the event of loss, theft or another type of violation of the right of the SIM card, the Subscriber shall promptly report this incident to O₂ being liable for each use of the Service till reported to O₂.
- 7) When there is some suspicion that the PIN code was disclosed to an unauthorised person, the Subscriber shall ask O₂ for the replacement of the SIM card.



- 8) If the Subscriber finds out that the SIM card has been manipulated by an unauthorised entity (e.g. the card rejects the correct PIN code) he/she shall ask O₂ for the replacement of the SIM card.
- 9) In the case of damage to the SIM card, the Subscriber may claim O₂ for the compensation of cost of the replacement of the SIM card.
- 10) The Subscriber agrees to acquaint a third party allowed by the Subscriber to use the Service with the Operational Terms & Conditions, the General Terms & Conditions and other relevant information published by O₂ regarding the Service. The Subscriber is responsible for the actions by this third party as if done by the Subscriber.
- 11) The Subscriber shall return the SIM card to O₂ within the next ten (10) workdays from the cancellation of the Service.

Article 7 Change and cancellation of Service

- 1) The application for a change or cancellation of the Service must be submitted in a manner specified by O₂, typically on a form defined by O₂. The application forms are available at the Provider's points of contact and on the Internet. The application for a change or cancellation of the Service must always contain details specified for a specific change on the relevant form and be enough clear.
- 2) O₂ may de-install the Service without notifying the Subscriber in the case the Subscriber whose SIM card was disconnected fails, within the next 12 months, to meet the conditions for the re-connection of the card.
- 3) If the Subscriber using the O₂ Záloha (O₂ Backup) service fails to log on to the account in the O₂ storage for more than 6 (six) months, O₂ shall have the right to delete the stored data and to de-install the O₂ Záloha service without notifying the Subscriber.
- 4) If the Subscriber using the voice mail service fails to use the service for more than 6 (six) months, O₂ shall have the right to de-install the voice mail service without notifying the Subscriber.

Article 8 Universal service

- 1) Being part of the universal service, O₂ enables health-handicapped people to choose prices or price schemes different from those offered under normal sales conditions (special prices).
- 2) The health-handicapped people (hereinafter referred to also as "authorised entity") are enabled by O₂ to access sub-services and the public telephony service under beneficial price conditions.
- 3) The price structure and the price levels are displayed in the Service Price List.
- 4) Health-handicapped person, in the context of this article, means:
 - a) A holder of ZTP/P card (severely handicapped/ handicapped),
 - b) A holder of ZTP (severely handicapped – category deaf or with serious hearing impairment),
 - c) A recipient of care allowance (level II, III and IV) in accordance with Act 108/2006 of Coll., dependent on the help from another person
 - d) The Subscriber who takes care or supports a minor as an alternative for the parents's care based on a verdict of relevant authorities (hereinafter referred to as "legitimate representative"), the holder of ZTP/P card defined in point a) or ZTP card (defined in point b) or recipient of care allowance (defined in point c). The right to receive the allowance belongs to one of the parents based on their mutual agreement.
- 5) Based on the application submitted by the Subscriber and/or his/her legitimate representative, special prices (hereinafter also "discounts") are provided on a one-to-one basis for each SIM card. The special price is provided to each Subscriber who is not a consumer of discount/s from another public telecoms



service provider. A Subscriber can only use one discount even though his/her claim includes multiple reasons. All claims must be submitted on a form issued by O₂, attached to the relevant Specifications.

Proving a health-handicapped person's entitlement to special prices and the access of a health-handicapped person to public telephony service.

- 6) All Subscribers who claim for a special price must prove their compliance with all conditions for the granting of the right.
- 7) The compliance with the conditions can be proved:
 - a) By the ZTP/P card (applies to legitimate holders of the card) and the decision of the relevant state administration authority for the granting of social III degree benefit - when sent by letter, by the copy of the documents and a certified copy of this decision;
 - b) In the case of a holder of ZTP (severely handicapped – category deaf or with serious hearing impairment), by the decision of the relevant state administration authority for the granting of social II degree benefit; provided that the decision does not specify the type of handicap, by doctor certificate specifying the hearing impairment of the legitimate holder - when sent by letter, by the copy of the document and a certified copy of this decision;
 - c) when sent by letter, by a certified copy of the granting of the benefit for a recipient of care allowance based on a decision or announcement of the local government (a “municipality with extended responsibilities”);
- 8) The legitimate representative must also submit:
 - a) A document to prove the parenthood for the handicapped person such as child's birth certificate, passport or citizen's pass (“občanský průkaz”) in which the child is recorded, when sent by letter by a certified copy or a non-certified copy (if certified copy is not available) or
 - b) The decision of the relevant court based on which the minor is raised or taken care of by the person, when sent by letter – by a certified copy of the decision.
- 9) In connection with the application for the above rights and in order to make an audit, O₂ may take a photocopy of the documents submitted under the aforesaid paragraphs.
- 10) Each health-handicapped Subscriber or his/her legitimate representative who refuses taking or sending a photocopy as stated above, shall submit a Declaration to O₂ with details about the documents to prove the legitimacy of the claim incl. other inevitable details. The Declaration is presented on a form supplied by O₂. The submission of a false Declaration shall result in legal consequences.
- 11) In the case the right defined in Article 8 belongs to a person classified as “with limited capacity for legal acts” the aforementioned right will be transferred to the legitimate representative who will then act on behalf of this person in compliance with universal laws and regulations.
- 12) Subscribers to a Service which includes special prices must report all circumstances that may affect the right to receive the benefits after the granting of the benefit as soon as practically possible not later than within 7 (seven) days from the decision is made or (when requested by O₂) prove that the conditions under which the right exists continue in force. If the Subscriber fails to report the above circumstances or changes O₂ shall have the right to claim the refunding / compensation for all benefits consumed by the Subscriber from the first effective day.
- 13) Once the reasons for granting the above benefits and discounts cease to exist (reported to O₂), O₂ will convert the benefit Service into a standard Service to be paid in full. This does not affect the right of O₂ to claim compensation/refunding for all benefits consumed by the Subscriber illegitimately – see Article 8 Para.12.



Article 9 Final provisions

- 1) These Operational Terms & Conditions come into force and effect as from 1 August 2009. The Operational Terms & Conditions for the Provision of public services in the GSM/UMTS network expire on 1 August 2009.
- 2) The above Operational Terms & Conditions are available at The Provider's points of contact and on the Internet.
- 3) O₂ reserves the right to change these Operational Terms & Conditions. Each such a change shall be communicated in advance as specified in the General Terms & Conditions.

In Prague, date: 1 August 2009

On behalf of Czech Republic, a.s.

Stanislav Kůra

Executive Director for Strategy and Product Development