

Operating conditions for the provision of O2 Duo Integrated Electronic Communications Services

Reference No.:
Effective as of: 1.5.2007

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Article 1

Introductory provisions

- (1) The operating provisions for the provision of O2 Duo Integrated Electronic Communications Services (hereinafter referred to as the "Operating Conditions") form part of the General Terms and Conditions for the Provision of Publicly Accessible Services, including Convergence Services and Electronic Communications via the Fixed and Mobile Networks of Telefónica O2 Czech Republic, a.s., issued on 14.4.2005 by Telefónica O2 Czech Republic, a.s. under reference no. SGR – 120/2005, as amended (hereinafter referred to as the "General Terms and Conditions").
- (2) The Operating Conditions stipulate the technical, operational, organisational and commercial conditions for the provision of a set of publicly accessible services called O2 Duo electronic communications, which is an integrated service and as such incorporates several diverse functionalities provided via diverse technologies as part of a single service (hereinafter referred to as the "Services"), with the individual functionalities of the Service being, as a general rule, provided by Telefónica O2 Czech Republic, a.s. (hereinafter referred to as the "Provider") also provided as separate services. They namely contain data, pertaining to the object and scope of the Service and follows up from operating conditions issued by the Provider for the individual types of separately provided services.
- (3) The prices for the Services are stipulated in the Price List of the O2 Duo issued by the Provider (hereinafter referred to as the "Price List").
- (4) Every natural person who requests the Service accedes to the General Terms and Conditions, these Operating Conditions, the Price List and related documentation, enters into a contractual relationship with the Provider and requests for the establishment of the Services in the prescribed manner shall be entitled to the provision of the Service per the scope of these Operating Conditions.

Article 2

Definition of the terms used

For the purpose of these Operating Conditions the following terms are defined as follows:

- (1) **Supplementary services** – applications and products that cannot be used separately, but only as supplements to the Service according to the conditions currently published on the Provider's web site.
- (2) **End point of the fixed telephone network** (hereinafter referred to as the "end point") – the physical connection point at which the Customer is provided access to the public communications network and at which the Customer is provided with a service; in the case of a network including switching or routing this point will be determined by a specific network address, which may be associated with the number or name of the subscriber.
- (3) **End-user telecommunications equipment** – Assigned equipment connected to a network or an electronic communications service, which enables or supports the provision of services via this network or service. For the purpose of these Operating Conditions end-user telecommunications equipment is deemed to be radio equipment. Radio equipment is deemed to be equipment or another important component capable of communications on the basis of broadcasting or receiving radio waves. Detailed technical specifications and a list of the recommended end-user telecommunications equipment for the Service are available on the Provider's web site at <http://www.cz.O2.com/>. In the event of Service this pertains to the hub, modem, and a router, if necessary, a set top box and a telephone to the fixed line.
- (4) **Handover protocol** – A form containing records of the final measurements and services, which becomes an integral part of the Specifications after being signed by both contracting parties.
- (5) **Connecting line** – connection from the Provider's local telephone exchange, or its detached part, to the end point.
- (6) **Self-installation package** – a package containing the approved ADSL modem, splitter, set top box, or CDMA modem and other required components, via which the User uses the Services, including the

instruction manuals and the necessary documentation for the installation of the stipulated equipment by the User.

- (7) **Subscriber telephone connection** – set of technical equipment, including the defined part of the public fixed telephone connection and the end point, enabling access to the publicly accessible telephone service according to the stipulated conditions.
- (8) **Customer** – the combined term for the Applicant, Subscriber, Consumer and User of the Service, unless a more detailed definition of the term according to an individual category is required by the Act on Electronic Communications.

Article 3

Characteristics of the Services and the conditions governing their provision

- (1) The O2 Duo Service includes the following functionalities:
 - a) Mediation for the Customer access to broadband Internet, content services and other services, higher speeds when using the Provider's data network (hereinafter referred to as "high-speed internet access functionality"). High-speed internet access functionality also enables wireless Internet access via wifi hot spots, operated under the same password as part of the O2 Hot Spot service. Unless stipulated otherwise in the Price List, high-speed internet access functionality is provided subject to the application of the Fair User Policy. The conditions of the Fair User Policy are available on the Provider's web site at <http://www.cz.o2.com/>.
 - b) The use of a publicly accessible telephone service via a fixed telephone network namely including the use of a subscriber telephone connection and automatic call dialling (hereinafter referred to as the "voice service functionality").
 - c) The distribution of radio and television broadcasting via a fixed line of electronic communications by the Provider for the purpose of providing broadcast content to the Customer (hereinafter referred to as the "digital TV functionality"). Digital TV functionality allows the Customer to view/listen a certain number of television and radio programmes per the Provider's current offer published on the Provider's web site at <http://www.cz.o2.com> and also to view certain audio-visual records or audio recordings on the basis of the Customer's specific requirement for certain content from the Provider's offer published on the Provider's web site at <http://www.cz.o2.com>.
- (2) The O2 Duo Service is provided in the following combinations:
 - a) Voice service functionality combined with high-speed Internet access functionality,
 - b) Voice service functionality combined with digital TV functionality.
- (3) The operating and technical parameters of the Service are published on the Provider's web site at <http://www.cz.o2.com>. The Provider is entitled to make unilateral changes to these parameters. Any changes in the parameters shall be published on the Provider's web site.
- (4) The Service is provided under the business name O2 Duo, with the option of an addendum added to this name, which has a numeric, verbal, or numeric as well as verbal form and designates the concrete type of service.
- (5) The Service may only be provided to a natural person who will use the Service solely for personal purposes and not for business.
- (6) The legal relations created between the Provider and the Customer, the object of which is the provision of the O2 Duo Service, is governed by these Operating Conditions. If some questions pertaining to the legal relations cannot be resolved according to the provisions of these Operating Conditions, they shall be resolved:
 - a) according to the Operating Conditions for the Provision of the Publicly Accessible Service of Internet Access in the case of high-speed internet access functionality,
 - b) according to the Operating Conditions for the Provision of the Publicly Accessible Telephone Service and the Universal Service in the case of voice service functionality,

- c) according to the Operating Conditions for the Provision of the O2 TV Publicly Accessible Service in the case of digital TV functionality.
- (7) The O2 Duo Service cannot be combined with the service Temporary Suspension of Fixed Line Operation at the Subscriber's Request, Dial-Up, Serial Line, Uniform Number, Coloured Lines and TeamNet Easy.

Article 4

Establishment and change of the Service

- (1) The Service is established on the basis of a duly completed Technical Service Specification form (hereinafter referred to as the "Specification") signed by the Applicant.
- (2) Service establishment is understood to mean the technical and administrative procedures enabling the Customer to use both functionalities of the Service at the end points.
- (3) As a rule, Service establishment is preceded by the measuring of the quality of the Applicant's connecting line, which is required for establishing certain functionalities of the Service (namely high-speed internet access functionality). Measurement may also be necessary at the place of the requested establishment of high-speed internet access functionality or a fixed voice service. The Provider shall establish the requested type of Service for the Applicant if the measurement of the connecting line, on which the requested service is to be established, proves that it is technically possible to establish the Service.
- (4) The Customer is not allowed to use the installed equipment of the Provider for purposes other than for which it had been supplied, or to modify the configurations of this equipment, with the exception of the equipment's security configurations. The Customer undertakes to take all necessary measures on his part to prevent the Service from being misused. The Customer is liable for any consequences of such misuse.
- (5) The Service cannot be established if the "Advice of Time" function has been activated for the telephone connection).
- (6) If the end point of the Provider's network is not comprised of a telephone socket with one RJ 11 connector, or if there are other parallel sockets, the Customer must request the Provider for a free exchange /adjustment of the network's end point before ordering the O2 Duo Service.
Note: Under the law, this activity may only be performed by a natural or legal entity duly authorised for this activity under a special regulation and empowered by the Provider.
- (7) The Service may be installed at the Customer's part either by way of the self-installation package or using a supplementary service of the Provider, in which case the installation shall be conducted by the Provider at the price stipulated in the Price List.
- (8) A partial contractual relationship for the provision of the Service is concluded upon the establishment of the Service.
- (9) Access to the high-speed Internet access functionality and the digital TV functionality is secured by a password assigned by the Provider. Depending on the technical parameters of the Service and on their content, the Provider is entitled to demand the given Customer to elect a user name (login) and passwords for using the Services (hereinafter referred to as the "Access Codes"). The Customer is obliged to take the corresponding measures so as to duly secure and protect the password from misuse. In the event of a loss, theft or other breach of the right to use the given password the Customer shall be obliged to inform the Provider of this fact without delay, and shall be liable for each and every use of the Service up to the moment that he notifies this fact to the Provider.
- (10) The Provider is entitled, on the basis of a unilateral decision, to change, suspend or cancel the Access Codes at any time in order to unify various access passwords which the Customer has for various services provided by the Provider. The Customer shall be notified in an appropriate manner sufficiently in advance of the taking of such measures. The Customer may change the Access Codes subject to the conditions stipulated by the Provider and published at the Provider's contact places and on the web site at <http://www.cz.o2.com>.

- (11) The Provider shall establish the Service without undue delay, if it is technically possible, but not later than 3 months of the serving of the Specifications. The request for the establishment of the Service shall be deemed to be technically unrealisable upon the expiry, in vain, of this time period, unless the contracting parties agreed otherwise.

**Article 5
Prices and pricing conditions**

- (1) The prices of the Service, their structure and conditions are stipulated in the Price List.
- (2) If other services over and above the framework of the Service's functionalities are provided to the end points of the electronic communications network these shall be charged according to the appropriate price lists pertaining to these other services.
- (3) The price for the Service are included as part of the bill for the Provider's electronic communications services.

**Article 6
Termination of providing the Services**

- (1) The O2 Duo Service may be cancelled by agreement between the contracting parties or by withdrawal. In the notice of withdrawal from or termination of the contract on the provision of the Service the Customer is obliged to expressly stipulate whether he requires:
- a) the cancellation of the Service whilst simultaneously preserving one or more functionalities of the Service as separate services. In this case the Customer acknowledges and agrees that upon the termination of the Service individual contractual relationships shall be concluded in respect of those functionalities which the Customer wishes to preserve, per their current configurations, and that these individual contractual relationships shall be governed either by the General Terms and Conditions or by the General Terms and Conditions for the Provision of Electronic Communications Services via Mobile and Fixed Wireless Networks of Telefónica O2 Czech Republic, a.s., and also by the relevant operating conditions according to the type of functionality, or
 - b) the cancellation of the Service whilst simultaneously terminating the provision of all its component functionalities.
- (2) If it is not clear from the notice of withdrawal from or termination of the contract which of the options stipulated in letter a) and b) above the Customer has elected and, as the case may be, which of the functionalities he wants to be preserved as separate services and it will not be possible to rectify this defect, such a notice of withdrawal or termination shall be deemed invalid.

**Article 7
Concluding provisions**

- (1) These Operating Conditions take force and effect on 1.5.2007.

Prague:2007

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

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