

GENERAL CLAIMING RULES
of
Telefónica O2 Czech Republic

as amended with the Amendment No. 1 as of 1 July 2006

Opening clause	2
Definition of terms	2
Limitation of responsibility	4
Right of claiming, manner and place of claiming	5
Claim settlement deadlines, rights arising from a claim settled in affirmative	7
Term and method of recovering surcharge of the prices already billed for the services provided	8
Reduction of prices for service provision	9
Deferral of payment	10
The claim closing procedure	10
Complaints	11
Annulling, interim and final provisions	11

Ref. No. 380343 / 2005 - MU

Effective from: 20. 6. 2005

Telefónica O2 Czech Republic, with its principal office Za Brumlovkou 266/2, 140 22 Praha 4 – Michle, IČ 60193336, DIČ CZ60193336, registered in the companies register maintained at the Municipal court in Prague, section B, insert 2322, issues herewith and in line with the applicable provisions of the Act 127/2005, Coll., on electronic communications, and changes to related acts (hereinafter only AoEC), act No. 513/1991 Coll., Commercial code, as amended, act No. 40/1964 Coll., Civil code, and as amended, and act No. 634/1992 Coll., on consumer protection, as amended,

General claiming rules

Article I. Opening clause

General claiming rules (hereinafter only Claiming rules) define the scope of responsibilities of Telefónica O2 Czech Republic, (hereinafter referred to as “the Provider”) for faults in provision of public electronic communications services and other related activities (hereinafter only referred to as “the Service”) through the public communications network and in sales of goods. Simultaneously, the Claiming Rules define the basic rules and principles for enforcing the rights of natural persons and legal entities, to whom these services and activities are provided, or are utilized otherwise by them, including sales of goods, ensuing from the responsibilities of the Provider for faults. Particularities regarding complaints handling for individual types of services are defined in the operating conditions for provision of these services and, in the these of public telegraph and telex services, in the claiming rules for these services issued by the Provider.

Article II. Definition of terms

For the purpose of the Claiming rules, the terms used shall have the following meaning:

1. **Czech Telecommunications Office (hereinafter only Office)** – central administrative body for execution of state administration regarding the issues stipulated in AoEC, including market regulation, defining conditions for doing business in electronic communications and post services.
2. **Public fixed telephone network terminating point** (hereinafter only a terminating point) – physical point in which connection of a Customer to the public fixed telephone network and access to the publicly available telephone service is provided. A terminating point is a part of the public fixed telecommunications network.
3. **Points of Contact**– Provider’s workplaces established for contacts with general public, Call centre - CC (eg. 800 123 456), Telepoint, Telepoint Partner, fault reporting office - 13129, internet pages www.telecom.cz and sales representatives.
4. **Buyer** – physical or legal entity buying telecommunications equipment or other goods with the Provider.
5. **Complaint** – a submission by a subscriber or a user filed with the Office against the result of the claim settlement by the Provider.

6. **Payment document** – a document used for charging prices to customers by the Provider for publicly available electronic communications services and other related activities and the goods sold.
7. **Provider** – a business running the public telecommunications network and providing electronic communications services.
8. **Sales of goods** – an activity resulting in conclusion of a sales contract (either written or verbal) between the Provider and a Buyer on taking over of the sales contract subject and payment of the purchase price.
9. **Claiming** – enforcement of the customer's rights towards the Provider resulting from the Provider's responsibilities for faults occurring during provision of the services or sales of goods. The claim may concern the scope, quality and price of the service provided or the goods sold.
10. **Electronic communications services (hereinafter only Services)** – Services based partially or entirely on transmission of signals over electronic communications networks.
11. **Leased lines service** – lease of transmission capacity of sections between terminating points of the Provider's public fixed communications network.
12. **Consumer** – a physical person utilising or requiring the publicly available electronic communications service for purposes beyond the scope of their business.
13. **Subscriber telephone line (telephone line)** – a set of technical equipment including access lines and terminating points allowing for access to the public telephone service in accordance with defined conditions. A telephone line is a basic line, digital connection at the 2048 kbit/s rate and euroISDN access line.
14. **Telephone line for public use** – public call office, public telephone line and a payphone. It is used for provision of telephone services to general public.
15. **Telecommunications terminal equipment (hereinafter only terminal equipment)** – a product or an important part of it enabling communication and used for direct or indirect connection to the terminating points of the public telecommunications network except for radio and TV broadcasting.
16. **Public communications network** – a set of telecommunications equipment interconnected to function totally or mainly in provision of publicly available electronic communications services.
17. **Publicly available telephone service** – a set of electronic communications services allowing for making of national and international calls and using of emergency telephone numbers.
18. **Subscription** – a set of rights and obligations of a subscriber ensuing from the written contract concluded with the provider for provision (change of provision) of specific publicly available electronic communications services.

19. **Subscriber** – user of the services being in contractual relations with the provider.
20. **User** – any person or entity using or requesting the publicly available electronic communications service.
21. **Services provided imperfectly** – a service, provided by the provider, under specific conditions, at the quantity, scope, price or quality not corresponding to the contractual conditions defined; in other cases to the technical or price terms and conditions stipulated in the AoEC, rules of procedure issued to the Act, the Act on prices, price decisions or measures of the Office.
22. **Customer** – a physical person or legal entity being a subscriber, user or consumer of electronic communications service, or a Buyer.
23. **Fault** – a condition partly or completely preventing from using the public telecommunications network and electronic communications equipment, or service, or deteriorating the defined service quality.

Article III. Limitation of responsibility

1. The Provider is responsible towards the Customer for the quantity, scope, prices and quality of services and goods they provide and sell, if:
 - the contractually agreed service was not provided at the agreed quantity, scope, price or quality;
 - the service was not provided at the quality corresponding to the relevant regulations and contractual conditions, or a price was charged for the service provided not being in line with the relevant contractual conditions;
 - access to the publicly available telephone service provided through the call-by-call carrier selection service (hereinafter only CS service) or carrier pre-selection service (hereinafter only CPS service) was not ensured at the quality corresponding to the relevant regulations and contractual conditions;
 - the goods sold does not feature the characteristics defined in technical conditions and shows defects.
2. Conditions for provision of activities are defined in a contract concluded, and in case of services and access to services of other providers, also in provisions of the General conditions for provision of publicly available electronic communications services, operating conditions, service specifications, or business conditions for provision of individual service types, and in relevant price lists for individual services published by the Provider, and in provisions of technical standards and international recommendations.
3. In service provision, the Provider's responsibility for faults in the services provided by them consists in timely detection of faults and restoration of the service, or, upon agreement with the subscriber or other user, in provision of a redundant service, where applicable. In the cases listed in the article VI., then in recovering the surcharges paid for the services provided, or in the cases listed in the article VII. in decreasing the price of the services provided.

4. The Provider is not liable for any damage, or other harm caused to the subscriber or a user as a result of faulty provision or non-provision of the service (see AoEC § 64, paragr. 11, 12), or due to failing to report the change of identification or other data by the subscriber within the defined period.
5. The Provider is responsible for the defects of the good purchased under the legal, i.e. 24 months following the day of sale or agreed warranty.
6. The Provider is not responsible for conclusion of business relations related to the services provided by another provider selected by the subscriber with the use of CS or CPS service. The selected provider is responsible for assuring of the services, in particular, for billing of the services, settling of the complaints and claims under the responsibility for faults, and for answering of all queries regarding billing of the services provided in accordance with their general conditions for provision of the publicly available electronic communications.

Article IV.

Right of claiming, manner and place of claiming, terms of claiming

1. Each Customer has the right to claim.
2. Each claim regarding the scope, price and quality of the service provided or the goods sold, regardless specification of the claiming, shall be accepted and settled in compliance with the provisions of the Claiming rules.
3. In case of services provided under subscription, the claim may be raised by:
 - a subscriber;
 - a person acting on behalf of a subscriber equipped with a power of attorney (a power of attorney with a certified signature of the donor of the power);The claim may also be placed by another person, should the claim contain
 - in case of a fault in service provision– name, surname or business name, place of residence, place of business, address of the subscriber’s organizational unit, telephone number or the leased line, the claim is related to, and description of the fault;
 - In case of claiming the price billed for the services provided– name, surname or business name, place of residence, place of business, address of the subscriber’s organizational unit, telephone number or the leased line, indication of the period disputed and individual items in the bill disputed.All dealings and correspondence regarding the claim will only be held by the Provider with the telephone line or leased line subscriber, or a person authorised in writing, or in exceptional cases, with a person authorised (by a legal successor, or heir of the subscriber). If the publicly available telephone service provided to users of a telephone line for public use is claimed, all the dealings will only be held with the user of the service.
4. If the publicly available electronic communications service is possible to be used only partially, or not at all, due to fault of technical or operational nature on Provider’s side, only incorrect clearance of the fault or non-clearance of the fault may be claimed.

5. The procedures stipulated in the articles IV and V of the Claiming rules do not apply to the method of reporting and clearing of the faults in provision of publicly available electronic communications services provided under subscription, ie faults in public telecommunications network of technical or operational nature including the network terminating point, faults of terminal equipment leased from the Provider, or terminal equipment contractually maintained by the Provider. The faults are reported without delay to the particular fault reporting office. The fault clearance time, ie. from reporting the fault to restoration of operation of the terminating point, rent or contractually maintained terminal equipment after testing shall not exceed, if technically feasible, the deadline set in the operation (business) conditions for individual types of services, issued by the Provider, except for the cases the fault was caused by circumstances beyond reasonable control of the Provider and excluding the liabilities pursuant to the provision § 374 of the Act. No 513/1991 Coll., commercial code, as amended (eg. due to natural disaster). The rights of the subscriber to clearance of fault, or, upon agreement, provision of a redundant service, recovery of surcharges of already paid prices billed for provision of the service provided pursuant to the article VI. and reduction of price of the service provided pursuant to the article VII remain in force.
6. In case of other activities provided contractually, the claim may only be raised by a person having concluded a contract with the Provider, or by an authorised or delegated person.
7. In case of publicly available service provided via a telephone line for public use, the claim may only be raised by the user of the service.
8. If the goods purchased from the Provider is claimed, the claim may be raised by any person, who presents a receipt documenting purchase of the claimed goods, and a certificate of warranty (if any).
9. Method of and place for raising claims:
 - a) Claims of the bill for services provided by the Provider are usually raised by phone, via internet or otherwise with the Point of contact of the Provider without delay;
 - b) Other activities provided contractually are claimed as agreed in a contract, or in writing or personally at a Point of Contact;
 - c) If the fault in provision of the service by the Provider under subscription is not cleared correctly, or not at all, ie. faults of technical or operational nature in the public telecommunications network, terminal equipment, or related equipment, leased from the Provider, or maintained contractually by the Provider, the claim is usually raised by phone in the fault reporting office, or in writing or personally in a Contact place.
 - d) If services provided through public call offices, or public telephone lines are claimed, the claims are raised with the operator of the public call office, public telephone line, or the manager of a respective operational unit, from which the service is provided, or in writing with a Provider's Point of contact .
 - e) Faults in operation of public payphones are claimed by phone in a fault reporting office, or personally, or in writing in a Provider's point of contact;
 - f) In case of faults in services provided via an operator centre of the Provider, the claim is raised during a telephone call or immediately after its completion on the number of the operator centre, where the telephone call was ordered, and by phone or in writing at a Point of contact; exceptionally in person;

- g) The goods purchased at a Point of contact of the Provider, or from a Provider's agent for sales of the goods (eg. Telepoint, Telepoint Partner) is usually claimed personally by presenting the claimed goods, a receipt documenting the purchase, or the certificate of warranty (if any) at the point of contact of the Provider; the claim is recorded. As the case may be, the claim may also be raised in writing at the Point of contact;
- h) If the claim raised personally cannot be settled immediately, a record on the claim is made, and the claimant shall receive a copy of the record;
- i) If the claim is raised by phone, a record is prepared in the Point of contact of the Provider stating all facts regarding the claim, including date and hour of the claim. Upon request, a written confirmation of the claim receipt may be sent to the claimant.

10. Claim period :

Claims of quality, scope or price of the service provided by the Provider must be raised without delay, but by the deadline stipulated by the AoEC at the latest, ie. within two months from delivery (taking over and accepting) of the payment document, or occurrence of the disputed event (eg. fault in service provision), otherwise the right shall extinct. The last day of the claim period is the day having the same number as the day of delivery (handing over and accepting) of the payment document, or the day of occurrence of the disputed event. The failure to meet the claim period stipulated by law cannot be remitted. The right to claim defects in the goods purchased must be enforced within the legal or agreed warranty period.

Article V.

Claim settlement deadlines, rights arising from a claim settled in affirmative

1. Claims of quality, scope, or price of the services provided under subscription are handled by the Provider within the claim period stipulated by law, ie. without unnecessary delay, but by 1 months from receipt (handing over and accepting) of the claim at the latest, and in the cases settlement of the claim requires negotiations with a foreign provider, within two months since its delivery (handing over, accepting).
2. When the claims are settled by a foreign provider requiring a longer period than one month to be settled, the Provider is obliged to inform the claimant on the fact.
3. Claims of services
 - provided to the users via a telephone line dedicated for public use;
 - operator assisted services provided from the operator centre of the Provider
 are generally settled immediately by the Provider. If the immediate settlement of the claim is not technically feasible, or a faulty public payphone is claimed, the claim is settled within the claim periods stipulated in the item 1.
4. Claims of faults in other activities provided under a written contract are settled by the Provider without delay, but within a period agreed in the contract, or stipulated in a generally binding legal regulation.
5. Claims of defects in the goods sold including removing of defects are settled by the Provider without delay, but by one month since delivery of the claim (raised in person) at the latest, if a longer period is not agreed between the Provider and the Customer.

6. If the claimed defects and faults in provision of the services by the Provider are found justified, the Provider is obliged:
 - to detect and remove the faults pursuant to the provision of the item 3, article III., or upon agreement with the Customer, to provide redundant solution for the service (where feasible);
 - to recover the surcharge of the prices already billed for the service provided under the article VI.;
 - to reduce prices of the services provided under the article VII.

Article VI.

Term and method of recovering surcharge of the prices already billed for the services provided

1. In case of the right for recovery of the surcharge of the prices already billed for the services provided:
 - a) due to interruption of telephone line, or leased line operation resulting from technical or operational breakdown in a public telecommunications network run by the Provider, faults in terminal equipment (CPE) leased from the Provider, or terminal equipment maintained contractually by the Provider;
 - b) the service could have been used only partially, or not at all, for the fault of technical or operational nature on the Provider's side;
and the subscriber is not responsible for occurrence of the fault, they informed the Provider on the fault occurrence, or the Provider was informed on the fault from another source, and the Customer cooperated efficiently in the fault clearance, the Provider shall reduce the prices pursuant to the article VII of the Claiming rules.
2. In case of the right for recovery of the surcharge of the prices billed for the service upon settlement of the claim in affirmative, if deferral of the payment, or the final judgement based upon the complaint against the result of the claim rendered during the administrative proceedings by the Office, or the final judgement of the court was not permitted, the Provider is obliged to recover the surcharge:
 - a) for the services, except for the services listed in the letter b) of this item:
 - in a form of credit of the price surcharge in the next billing period in case the amount be lower than an average monthly bill for the last six months, if not agreed otherwise with the Customer;
 - in the other cases through a postal order, or transfer to the Customer's account, within one month since positive settlement of the claim (ie. the day of handing over or accepting the result of the claiming procedure at the last known address of the subscriber, or phone information on the result of the claiming procedure); if a complaint has been filed against the result of the claim settlement, then during the period defined in the final judgement of the Office, or court.
 - b) Service provided via a telephone line for public use
 - immediately;
- If it is not technically feasible to recover the surcharge immediately, the Provider is obliged to send the surcharge through a postal order, or transfer to the subscriber's account within one month since the positive settlement of the claim (ie. the day of handing over or accepting the result of the claiming procedure at the last known address of the subscriber); if a complaint has been filed against the result of the claim settlement, then during the period defined in the final judgement of the Office, or court.

3. The right for recovery of surcharges due to reasons stipulated in the items 1 and 2 of the article lapses pursuant to the applicable provisions of the commercial code No. 513/1991 Coll., as amended, or the Civil Code No. 40/1964 Coll., as amended.
4. In case of non-keeping the period by the Provider for recovery of the surcharge of the prices due to reasons listed in the items 1 and 2 of the article, the surcharge to be recovered shall be increased by an interest on the late payment due starting the first day of delay in accordance with the relevant provisions of the commercial code No. 513/1991 Coll., as amended, or the civil code No. 40/1964 Coll., as amended, at the amount stipulated by the governmental decree No. 142/1994 Coll., for each day of delay started.

Article VII.

Reduction of prices for service provision

1. At interruption of a telephone line or leased line operation due to breakdown in the public telecommunications network run by the Provider, or faults in leased or contractually maintained equipment continuing constantly longer than stipulated by the General terms and conditions for provision of the publicly available electronic communications services, or operational (business) conditions for individual types of services, and the subscriber is not responsible for the fault resulting in interruption of the operation, and provides necessary support during the fault clearance, the Provider will reduce the price for use of the telephone line, leased line by a proportion of a price equal to the time of the operation interruption. Reduction of price of use by a proportion equal to the operation interruption time due to reasons listed above also applies to prices of use of additional services established to the telephone line or leased line (eg. use of supplementary services, lease of CPE, contractual maintenance of the terminal equipment by the Provider etc.). To calculate the proportion of the price of using, a thirty day billing period is used, if not stipulated otherwise in the operational (business) conditions for individual services. The total number of days of the operation interruption is calculated starting the day of notifying the Provider on the fault by the Customer, or the Provider was informed on the fault otherwise.
2. If it was possible to utilise the service only partially, or not at all for the fault of the technical or operational nature on the Provider's side, and for which the Customer is not responsible, the Provider shall arrange the fault clearance and shall reduce the price of the service provided imperfectly, or, upon agreement with the customer, shall arrange redundant service provision, if technically feasible. This is conditioned by the timely notification of the fault occurrence by the Customer, and provision of necessary support in fault clearance.
3. The only exception is the SLA agreements (Service level agreement) concluded separately. In these cases the conditions for reduction of price and the amount of the reduction are defined in the agreement.

Article VIII.

Deferral of payment

1. Raising of the claim shall not effect the obligation to pay the disputed bill at the amount valid at the time of the service provision, on the due date indicated in the bill or invoice, if deferral of payment is not permitted by the Provider. In justified cases, the Office is authorised to decide on the payment deferral upon the request of the Customer.
2. In connection with the claim raised, the subscriber may be permitted by the Provider to postpone the payment until settlement of the claim. Postponement of the payment shall be permitted upon a request sent to the Provider together with the claim. The request shall be delivered (handed over, provided by phone) to the Point of contact together with the claim within the claim period. The applicant shall be informed on possible rejection of the requested postponement of the payment for the reasons defined in the item 3 within 15 calendar days since the date of the request receipt (handing over and accepting). Non-keeping of the deadline for submission of the request for postponement of the payment cannot be remitted.
3. Such advantage may only be rejected to the Customer (or person authorised by him):
 - whose claim has been rejected twice during the last 12 months without filing a complaint against the result of the claim settlement by the Provider with the Office;
 - whose complaints raised against the result of the claim settlement have been rejected twice during the last 12 months by the final judgement of the Office or the court
 - who has not paid, without any reason, the charges billed at the amount and due date indicated in the payment document.
4. With the services provided through the telephone line for public use, the user is obliged to pay, supposing the claim cannot be settled immediately, the billed (claimed) price. No postponement of the payment may be requested.
5. If a claim has not been raised, no postponement is permitted. In exceptional cases, and upon request of the Customer, an alternative method of payment of the outstanding debt may be agreed (eg. agreeing of a payment calendar).

Article IX.

The claim closing procedure

If the Provider does not satisfy the claim raised against the billed price of the services provided, the subscriber (or a person authorized by him/her), or any other user, has the right to raise an objection at the Office against the results of the claim settlement. The complaint shall be filed without delay, at the latest within 1 month from the date of delivery (delivery and receipt) of the claim settlement notification. Such complaint shall be settled by the Office in line with the provisions of Act No. 500/2004 Coll., Administrative Procedure Code. The failure to meet the claim period stipulated by law cannot be remitted. Raising of the objection does not constitute any effect of deferral of paying the price of the services provided indicated in the claim settlement notification on due date in the amount valid at the time of the service provision.

Article X. Complaints

1. Complaints are handled by the Provider's organization units in accordance with the managing document (Practice) issued by him.
2. If claiming of quality, scope or price of the service provided is the subject of the complaint, the Claiming rules principles are used for settlement of the complaint regardless the indication in the submission.

Article XI. Annuling, interim and final provisions

1. The General claiming rules come into effect at the date of their signing by President&CEO of the Provider and come into force as of 20th June 2005.
2. The General claiming rules supersede in full the General claiming rules issued by the Provider on 1st May 2004, Ref. No. SGR – 54/2004.
3. The Provider is authorised to change and amend the General claiming rules at every change of technical, operational, business or organisational conditions on the Provider's side, or upon the change of generally binding legal regulations.
4. The General claiming rules will be made public on the internet pages of the Provider, internet address www.telecom.cz. They can also be viewed in all points of contact of the Provider dedicated to contacts with the general public.
5. The relations between the Provider and the Customer not being explicitly defined in the General claiming rules are governed by the General conditions and operational (business) conditions for provision of individual types of services, and by provisions of AoEC and other generally binding legal regulations. In case of public telegraph and telex services, also claiming rules for these services issued by the Provider are applied.
6. As of 1 July 2006, Telefónica O2 Czech Republic, a.s. (until 30 June 2006, ČESKÝ TELECOM, a.s.) is the legal successor of Eurotel Praha, spol. s r.o., Company No. 15268306. Starting from 1 July 2006, the complaint handling for services provided through the fixed communications network will be governed by the present General Claiming Rules. In the case of the services provided through the mobile network, the Claiming Rules of Telefónica O2 Czech Republic, a.s. for Services Provided through Mobile and Fixed Wireless Networks will apply.

Prague, 13 June 2005

On behalf of **Telefónica O2 Czech Republic**
Smith Basterra Jaime, m.p.
President&CEO