



Complaint Rules of company Telefónica Czech Republic, a.s.

Applicability: 15.6.2009

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issued in compliance with the relevant provisions of the valid legal regulations, in particular Act No 127/2005 Coll., concerning electronic communications, Act No 40/1964 Coll. the Civil Code, Act No. 513/1991 Coll., the Commercial Code, and Act No 634/1992 Coll., concerning consumer protection, by the Company Telefónica Czech Republic, a.s., having its registered office at the address Za Brumlovkou 266/2, 140 22 Prague 4 – Michle, entered in the Companies Register kept by the Municipal Court in Prague, section B, volume 2322, business ID No 601 93 336, tax ID No CZ60193336 (referred to hereinafter as “O₂”), which in the sense of the Electronic Communications Act is a legal person ensuring the provision of an electronic communications network and providing via it services of electronic communications.

Article I. Introductory provisions

The Complaint Rules regulate the rights and duties of the parties during the assertion of complaints against faultily provided services, incorrectly issued billing and complaints against faults of goods.

Article II. Explanation of basic terms

The expressions written with upper case first letters which are not expressly defined have the significance specified in the General Conditions for the Provision of Publicly Accessible O₂ Electronic Communication Services (referred to hereinafter as “General Conditions”).

In addition to this, for the purpose of these complaint rules, the following basic terms have the following significance:

- 1. Complaint** - the assertion of the rights of the Parties arising from a contract for the provision of publically accessible electronic communication services. The complaint must be directed against the scope or quality of the Service or against the level of the billed price. In the context of the sale of goods the purchase may assert a complaint in order to assert his rights arising from the liability of O₂ for faults of goods.
- 2. Faultily provided service** - a service which was provided from the part of O₂ depending on concrete circumstances in such a way that its scope or quality does not correspond with the contractual conditions, valid regulations and technical standards for the provision of the given service. A breach of the duty of O₂ to deliver billing on time in compliance with article 5 of the General Conditions is also considered a faultily provided Service.

3. **Incorrect billing** – billing of a price for the service which does not correspond to the operational data or the Services in it are billed at an incorrect price, according to the incorrect tariff (price plan), package or rate from the Pricelist.
4. **Faulty equipment** - a state which prevents or hampers the use of telecommunication or other equipment for the utilisation of Services in the usual manner, in particular because qualitative parameters are not adhered to or incorrect tariff rating can cause it.
5. **Purchaser** - natural or legal person who has purchased end equipment from O₂, other equipment intended for the use of Services or other goods offered from the part of O₂ (referred to hereinafter as “goods”).

Article III. Types of complaints, scope of O₂ liability

1. A Subscriber has a right to assert a complaint in relation to Services
 - a) against the billing of the price in the event that incorrect billing has been issued;
 - b) for the provision of the Services in the case of faultily provided Services or in the case of non-provision of the Service.
2. O₂ shall not bear liability for services provided by other providers who a Subscriber selects, for example, via access of CS or CPS, nor for the quality and content of the Services of third parties which the Subscriber takes from a Partner of O₂. The relevant provider or Partner of O₂ shall be liable for all claims arising from services of other providers or the content of Services of third parties.
3. Beyond the scope of the legal adjustments, O₂ is not liable for damage which a Subscriber suffers because the Service was provided to it in a faulty manner or was not provided at all.
4. In relation to goods purchased from O₂, O₂ is liable to the purchaser for ensuring that during receipt by the purchaser the goods are fault free and in compliance with the sales contract. O₂ is liable for any faults in the scope of its liability for faults of goods, and this shall be for the statutory period of 24 months or expressly contracted guarantee. It is not possible to consider a change of the properties of the goods which arise during the warranty period as a result of wear or incorrect use, for example, incorrect tampering, to be a fault. The warranty period applied to the installation and repair of end equipment or other goods lasts for a period of six months.

Article IV. Right to assert complaint, method and place of assertion

1. A Subscriber, i.e., legal or natural person who has concluded a Service Provision Contract with O₂, or person authorised or entrusted in writing by a Subscriber has a right to assert a complaint in relation to the Services. A User may also assert a complaint if the Subscriber cannot do so itself even via its representative.
2. A purchaser has a right to make a complaint against purchased goods. When submitting a complaint the purchaser is obliged to prove the justification of the claim for the settlement of a complaint, i.e., apart from pointing out the faults it must also document the place, price and time of the purchase of the goods. The most suitable document to this end is the guarantee document, if issued, or sales document, but even without these documents it is necessary to document the purchase of the goods in some other credible manner.
3. A complaint in relation to Services can be asserted in writing, electronically via the web form on the web page designated for this purpose or verbally by personal discussion at a branded shop.

O₂ may also designate a telephone number for the assertion of complaints by telephone, and in such cases it will generally be necessary to add written materials for the complaint later. If this does not happen, the record of the worker receiving the complaint shall be decisive. In the case of a fault of goods purchased from O₂, a complaint is made in person at any O₂ branded shop, and the goods complained about must be submitted during the complaint.

4. When a complaint against a fault of goods is submitted, the purchaser receives a confirmation of the assertion of a complaint in compliance with the valid legal regulations.
5. The submission of a complaint in relation to Services has no delaying effect on the duty of a Subscriber to pay due billing in the designated period. But at the request of the Subscriber in cases the Czech Telecommunication Office (referred to hereinafter as the "CTO") is authorised to decide that the submission of a complaint does have a delaying effect.
6. If O₂ does not accede to the complaint, the Subscriber is authorised to submit a proposal with the CTO for the initiation of an appeal against the handling of the complaint. The proposal must be submitted without undue delay, but at the latest within 1 month from the date of delivery of the settlement of the complaint.

Article V. Periods for submission of complaint

1. A Subscriber is authorised to lodge a complaint concerning the billing of the price with O₂ without undue delay, but at the latest within two months from the date of the delivery of billing of the price for the provided Service, otherwise the right shall expire. If billing is not delivered in view of the type of provided Service, the Subscriber is authorised to assert a complaint within two months of the day of the delivery of the Service.
2. A Subscriber is authorised to assert a complaint against a provided Service without undue delay, but at the latest within two months from the date of the faulty provision of the Service or other facts decisive for the right for a complaint, otherwise the right expires.
3. Complaints concerning purchased goods (customer premises equipment etc.) must be asserted at the latest on the last day of the warranty period.

Article VI. Periods for settlement of complaints

1. O₂ settles complaints within periods corresponding to the complexity and technical or administrative difficulty of the asserted complaint, but at the latest within one month from the day of assertion of a complaint concerning Services, or within a period of at most 30 days in a case of complaints against faults of purchased goods.
2. In cases of complaints concerning Services requiring discussion with a foreign provider, the specified period is extended to a period of two months, unless O₂ agrees otherwise with the Subscriber submitting the complaint.

Article VII.

Periods and methods of refunding of overpayments of prices billed for Services

1. In the event that a complaint against faultily provided Services or incorrect billing is found to be justified, depending on the character of the faultily provided service the subscriber has a right to a refund of the overpayment or already paid prices billed for the service.
2. If it involves a right to the refunding of an overpayment or refunding of already paid prices billed for services from the title of a positively settled complaint, and unless expressly agreed otherwise, O₂ is obliged to refund the overpayment or paid amounts depending on circumstances either in the form of credit reflected in the following monthly billing for Services or by means of a credit note issued for such a purpose.

Article VII.

Cancellation, temporary and concluding provisions

1. These Complaint Rules replace in full the previous General Complaint rules of the company Telefónica Czech Republic, a.s., for services provided via the fixed network and also the Complaint Rules valid for services provided in the mobile network O₂.
2. Complaints submitted during the period of effectiveness of these Complaint Rules are handled according to them.
3. The current wording of the complaint rules can be inspected in all O₂ shops and on the internet pages of O₂.
4. These complaint rules become valid and effective on the date 15. 6. 2009

Salvador Anglada, signed in person
CEO:
Telefónica Czech Republic, a.s.