

COMMERCIAL TERMS & CONDITIONS FOR Provision of the Product "O2 Internet ADSL with PC by Instalments"

Article 1 Preamble

1. Telefónica O2 Czech Republic, a.s., with its registered office at Za Brumlovkou 266/4, 140 22 Praha 4 – Michle; Company Registration No. (IČ) 60193336, Tax Identification No. (DIČ) CZ60193336, recorded in the Commercial Register of the Metropolitan Court in Prague, Section B, Entry 2322 (hereinafter referred to as "the Provider") announces hereby a time-limited offer relating to provision of the ADSL service. In connection with this offer and in order to secure the relevant commercial relations, the Provider hereby issues the following

COMMERCIAL TERMS & CONDITIONS FOR PROVISION OF THE PRODUCT "O2 Internet ADSL with PC by Instalments"

2. These Commercial Terms & Conditions for Provision of the Product "O2 Internet ADSL with PC by Instalments" (hereinafter referred to as "the Product") stipulate in particular the procedures and conditions under which customers may apply for a purchase of a PC at a special price and be provided a loan to finance such a PC with no increase in price. When providing this Product, the Provider will cooperate with the following partners (companies): HEWLETT-PACKARD s.r.o. (hereinafter referred as "HP"), E LINKX a.s. (hereinafter referred to as "EL") and HOME CREDIT, a.s. (hereinafter referred to as "HC"). The above-listed partners of the Provider will act as the PC seller or as the loan provider.
3. The Provider will deliver this Product to customers as his own solution under his own brand name. However, the customer will simultaneously enter into three separate contracts, i.e.:
 - With the Provider, regarding provision of the O2 Internet ADSL service, or another similar service;
 - With EL, regarding purchase of the PC (hardware), based on an order filled-in by the customer with the Provider and handed over by the Provider to EL;
 - With HC, regarding the loan provided to purchase the hardware.
4. The Provider and his partners will cooperate when delivering this Product. However, none of the partners shall have direct liability for the obligations assumed by any other partner when providing this Product. In particular, the Provider shall not be liable for fulfilment of the other partners (i.e. he shall not handle complaints regarding the purchased PC or be liable for potential refusal on the part of HC to provide the loan to a particular customer).

Article 2 Description of the Offer

1. The Provider will enable all customers who in the period **between 21 August 2007 and 31 January 2008** order any O2 Internet ADSL service, incl. the services O2 Trio, O2 Duo (in combination with the ADSL service), O2 Duo Mobil or O2 Internet Komplet, O2 Internet Mobil (hereinafter referred to as "the Service"),

or who already use any Service to get this Product (i.e. to purchase a HP PC provided by EL at a special price, to be covered by a loan provided by HC). For this purpose, the Provider will cooperate with the customer when making contracts with the partners of the Provider, or the Provider will mediate the customer's entering into such contracts.

2. The requirements for providing this Product are as follows:
 - a) The customer must have a contract with the Provider for installation of the Service (i.e. provision of the Service in terms of technical availability has been verified);
 - b) The customer gives consent to provide his/her personal data to the partners of the Provider, in particular to HC for the purpose of being given a loan;
 - c) Being a partner of the Provider, HC will confirm that the customer complies with the requirements for being given a loan.
3. Should it not be technically feasible to install the selected the Service due to reasons on the part of the Provider, the customer shall still be entitled to purchase the PC using the loan under the same conditions as if the Product were provided.
4. Should HC refuse to give the loan to finance the Product, or should no PC be purchased, it shall have no impact on provision of the Service, which shall continue duly under the conditions specified in the contract entered into by the customer and the Provider.

Article 3

Other Conditions

1. The Product under these Commercial Terms & Conditions (art. 2, par. 1) may applied for by any natural person – citizen of the Czech Republic, over the age of 18, having full legal competence and permanent source of income. I.e. it may be an employee after the probationary period with employment contract for an indefinite period of time; or with employment contract for a definite period of time, provided that the agreed date of termination occurs later than the date of expected repayment of the loan; a pensioner, a self-employed person or recipient of a retirement benefit.
2. Application for provision of the Product under these Commercial Terms & Conditions may be submitted in the shops of the Provider, or in the shops of his contractual partners (hereinafter referred to s "TO2 Shop"), through the Call Centre of the Provider, via the e-shop of the Provider available at www.cz.o2.com, or through agents of the Provider (hereinafter referred as "door-to-door").
3. For each line with the Service, the customer may get this Product only once (i.e. s/he may purchase one PC and receive one loan).
4. Further information regarding the PCs offered and the loan conditions can be obtained from the partners of the Provider.

Article 4

Final Provisions

1. These Commercial Terms & Conditions become effective on 21 August 2007.
2. By signing the Contract for Installation of the Service (made between the customer and the Provider), these Commercial Terms & Conditions shall become an integral part of the customer's Contract regarding provision of the Service.

- 3 Any legal relations not described in these Commercial Terms & Conditions, including in particular the conditions for provision of the Service by the Provider, shall be governed by the General Terms & Conditions for Provision of Publicly Available Services (including Converged Services) of Electronic Communications through Fixed and Mobile Networks of Telefónica O2 Czech Republic, a.s., Operating Conditions for Provision of Publicly Available Service of Internet Connection, pricelists and Claiming Rules and other documents issued by the Provider for this purpose.
4. The Provider shall have the right to modify and supplement these Commercial Terms & Conditions in the event of any changes in the technical, operating, commercial and organizational conditions on the part of the Provider, or due to any changes in the generally binding legal regulations. Any changes of these Commercial Terms & Conditions that do not affect the customers who have used this time-limited offer already shall become effective on the day of their publication on the Provider's website at www.cz.o2.com.
5. These Commercial Terms & Conditions shall be available for inspection at all customer contact points of the Provider.

Prague, 21 August 2007

Simon Burckhardt

Chief Consumer Marketing Officer

Telefónica O2 Czech Republic, a.s.