

**COMMERCIAL TERMS AND CONDITIONS
FOR THE PROVISION OF
COMPLEMENTARY SERVICE**

O2 PC STRÁŽCE

In force and effective from 1 November 2005

1 Preamble

- 1.1 Telefónica O2 Czech Republic, a.s., with its registered office at Za Brumlovkou 266/2, 140 22 Prague 4 – Michle, company identification no. 60193336, tax identification no. CZ60193336, entered in the Business Register of the City Court in Prague, section B, file 2322, hereby issues in accordance with Act No. 127/2005 Coll., on electronic communications and change in related Acts (hereafter the Electronic Communications Act) and on the basis of General Licence No. GL - 28/S/2000 (a), as the holder of certificate concerning registration of telecommunications activities no. 622/610 issued by the Czech Telecommunications Office on 4 June 2001 these

Commercial Terms and Conditions for the Provision of Complementary Service O2 PC Strážce

- 1.2 Commercial Terms and Conditions for the Provision of Complementary Service O2 PC Strážce (hereafter Terms and Conditions) contain the basic commercial, technical, operating and claims conditions for provision of this service. They define the basic obligations and rights of the contractual parties, Telefónica O2 Czech Republic, a.s., as the provider of this service (hereafter Provider) and the natural person or legal entity as user (hereafter User), which have concluded a contract (hereafter Contract) on provision and use of the O2 PC Strážce service. These Terms and Conditions form an inseparable part of the contract.
- 1.3 The O2 PC Strážce service is a complementary service for the following Telefónica O2 Czech Republic, a.s. Internet access services: O2 Internet Expres, Internet Broadband, Internet BASIC, Internet STANDARD, Internet ISDN, and O2 Hot Spot.

2 Definition of basic terms

- 2.1 **Provider** of the service: Telefónica O2 Czech Republic, a.s., registered office: Za Brumlovkou 266/2, 140 22 Prague 4 – Michle
- 2.2 **Subscriber/User, hereafter User of the service:** any natural person or legal entity entitled to perform legal acts who/which has concluded a contract with the service Provider and agrees to the provisions of these Terms and Conditions.
- 2.3 **Contract** means a contract on provision of O2 PC Strážce Service. A Contract is concluded through the account administration portal.
- 2.4 **Service** means provision of an application designed for protection of computer software against dangerous and/or undesirable codes, including automatic on-line update of the definition database of these codes.
- 2.5 **O2 PC Strážce** is a version of the Service in which the following PC protection tools are available to the end User: anti-virus protection, firewall.
- 2.6 **O2 PC Strážce Plus** is a version of the Service in which the following PC protection tools are available to the end User: anti-virus protection, firewall, spam control, parental control.
- 2.7 **O2 PC Strážce Plus 5** is a version of the service in which the end user has the option of using O2 PC Strážce Plus Service on up to 5 PC.
- 2.8 **Account Administration** is the web interface for users of Telefónica O2 Czech Republic, a.s. Internet services. Through the account administration portal the customer has access to a summary and setting of its Internet services. The address of the interface is <http://www.o2shop.cz/konto>.
- 2.9 **User E-mail Address:** basic electronic mail (e-mail) address acquired in Service registration and, if required, another e-mail address if the Customer specifies it in Service registration. This address

serves among other things for sending and receiving communications relating to provision of the Service.

- 2.10 **Application Manual** means the document published on web pages www.cz.o2.com/pcstrazce.
- 2.11 **Licence Conditions** of F-Secure Corporation means the document published on web pages www.cz.o2.com/pcstrazce and also displayed in installation of the application .
- 2.12 **Application Producer** is F-Secure Corporation, PL 24, Tammasaarenkatu 7, 00181 Helsinki, Finland.
- 2.13 **Data:** any combination of basic units of information which have the form of a code, symbols, images, sounds and sets or combinations of these, can be received by computer facilities and can be transmitted along networks.
- 2.14 **Activation Key:** special code for activating the service.

3 Rights and obligations of the Provider

- 3.1 The Provider is obliged to provide Service to the User under the terms and conditions stated in these Terms and Conditions and in the Contract. This obligation may be restricted only by generally binding legal regulations of the Czech Republic or the operation of circumstances excluding responsibility.
- 3.2 The Provider is obliged to enable the User to download the application defined in point 2.4 within 3 days of concluding the Contract, and this application will make installation on the User's PC possible for the User.
- 3.3 The Provider is obliged to provide automatic update of anti-virus protection through Internet connection under the conditions stated in the application manual.
- 3.4 The Provider is entitled unilaterally to change functions of the Service or cancel Service completely. The Provider is obliged to notify cancellation of Service at least one month in advance. Notification of cancellation of Service must be sent in the form of e-mail to the User's electronic mail address stated when the Contract was concluded or in another suitable manner.

4 Rights and obligations of the User

- 4.1 The User is obliged when using the Service to adhere to these Terms and Conditions, the Contract, the contract on provision of public telecommunications service or the contract on provision of publicly available electronic communication services, for which the O2 PC Strážce service is a complementary service, Operating Terms and Conditions for provision of Publicly Available Internet Connection Service (hereafter Operating Conditions), licence conditions and generally binding legal regulations of the Czech Republic and to act in accordance with good moral behaviour and generally recognised moral and ethical standards. In particular the User may not breach the rights protected by law of the Provider, the application producer and third parties.
- 4.2 When using the Service the User is obliged to adhere to the instructions and directions given in the application manual. In particular it will bear in mind that no other anti-virus program or firewall may be installed or activated on the User's computer before installation of the application and in use of the Service. This restriction is because of the technical requirements of the application. Observance of these conditions is necessary for correct installation and functioning of the application. Breach of this instruction results in the Provider being absolved of any responsibility for any detriment arising for the User in connection with using the Service.

- 4.3 The User is obliged throughout the whole period of the contractual relationship to notify the Provider of change in all identification and other data arising from the contractual relationship, at the latest within 7 days of the date when the change occurred. This concerns in particular changes of name, surname, company or User name, permanent address, registered office or place of business, legal form of the User and bank. Failure to notify such change is a breach of the Contract. 4.4 The User sends notification of new data in accordance with clause 4.3 of these Terms and Conditions, an application for change of Service or notice to the Service to the Provider through the account administration portal.
- 4.5 The User shall bear in mind that all communication between the User and the Provider will proceed through the user account administration portal and by electronic communication. The User hereby undertakes to check incoming mail and notification through the user account administration portal regularly.
- 4.6 The User is not entitled to pass the service activation key to third parties. It is obliged to take the requisite measures to keep the password secret. In the event of loss, theft or other breach of the right to use this password the User is obliged to inform the Provider of this without delay and is responsible for any use of the Service until it has notified this fact.

5 Duration of the Contract

- 5.1 The Contract is concluded for the same period as that of the contract concluded on provision of public telecommunications services or the contract on provision of publicly available electronic communication services for which the O2 PC Strážce service is a complementary service. The Contract can also be terminated separately without the contract on provision of public telecommunications services or the contract on provision of publicly available electronic communication services also being terminated. The contractual relationship ends upon withdrawal from the Contract, expiry of the agreed period, death of a natural person, a legal entity ceasing to exist, notice or agreement by both contractual parties or termination of the Contract in accordance with para. 6.2 of this Contract.
- 5.2 The User is entitled to give notice to the Contract without giving a reason. The notice period is one month and starts on the date notice is delivered to the Provider. Notice must be given electronically in account administration.
- 5.3 The Provider is entitled to give notice to the Contract without giving a reason. The notice period is one month and starts on the date notice is delivered to the User. Notice must be given electronically to the e-mail address or in another suitable manner.
- 5.4 If the User fundamentally breaches or repeatedly breaches its obligations arising under these Terms and Conditions, the Contract, the Operating Conditions of the service for which the O2 PC Strážce service is a complementary service, or licence conditions, and does not remedy this fundamental or repeated breach within 14 days from the day notification of this fact was delivered in the form of a registered letter or electronic message, the Provider is entitled to withdraw from the Contract. Withdrawal from the Contract takes effect on the day of delivery to the User.
- 5.5 If the User is more than 15 days in arrears in paying a billed amount, the Provider is entitled to halt service provision until the amount owed is paid in full.
- 5.6 Upon termination of the contractual relationship between the Provider and the User the Provider is entitled to take measures to render further update of the User's application impossible. The User is obliged to delete the application from its computer.

6 Price and payment conditions

- 6.1 The User is obliged to pay the Provider the price according to the price list applicable (hereafter Price List) for provision of Service. The Price List contains in particular the price structure, price level or method of calculating the price.
- 6.2 The Price List is available to the public on the Provider's web pages on address <http://www.cz.o2.com/pcstrazce> and at all the Provider's contact points. The Provider reserves the right to change and add to the Price List, and in particular (i) change the amount, the structure or the method of calculating any price and (ii) to add new types of prices. Any changes in the Price List will be notified by the Provider on the Provider's web pages on address <http://www.cz.o2.com/pcstrazce> at least one month in advance. In the same period the Provider will send the User information on the future change in the Price List in the form of an electronic message or in another suitable manner.
- 6.3 The price for the Service is given in the Price List. The price for the Service is billed retrospectively for the billing period that has just finished. The Service billing period is one calendar month. The relative part of the price per month is billed for each day following service installation up to the end of the calendar month. The day service was installed is not counted. The day service is cancelled is counted.
- 6.4 The price for Service provided will be billed in a monthly invoice/tax document sent to the User by the Provider.
- 6.5 If the User is in arrears in payment of the price for the Service, the Provider is entitled to interest for late payment of 0.05 % of the amount outstanding for each day started.
- 6.6 The Provider is entitled, if the User does not have a permanent address or registered office in the Czech Republic, to ask the User to pay a surety of up to the sum of the monthly fixed payment for a period of six months. The Provider is not obliged to provide the Service until the surety is paid in full to the Provider's account. The Provider is entitled to use the surety against any amounts owing under the Contract after it terminates. The Provider is obliged to return the surety or the balance of it to the User without needless delay when the Contract comes to an end.

7 Service faults and claims

2

- 7.1 The User is entitled to report all faults in Service provision in the form of an electronic message sent to the Provider's techhelp@iol.cz address or to the Provider's round the clock customer support number, which is given on the Provider's web pages on address <http://www.cz.o2.com/pcstrazce>. In the interest of providing quality Service the Provider makes the requisite efforts to clearing the fault in the shortest possible time, but at the latest within three working days of the fault being reported.
- 7.2 If the User cannot use the Service because of a fault in the Service, it is entitled to a refund of the proportional part of the price if the fault lasted continuously for more than 24 hours. The User is obliged to apply for refund of this amount in writing to the Provider's address given on the Provider's web pages on address <http://www.cz.o2.com>, but at the latest within 15 days of the last day of the fault.
- 7.3 In the event of incorrect billing of the price for Service provision the User is entitled to lodge a claim against billing of the price.
- 7.4 For settlement of a claim appropriate use is made of the provision of the Provider's General Claims Rules with the exception of provisions which cannot be applied to electronic communication service

even to the appropriate extent. Users can find the Provider's General Claims Rules at the Provider's contact points designated for contact with the public. The Provider is obliged to settle the claim without needless delay, at the latest within 30 days of delivery of the claim. A claim has to be lodged in writing at a contact point of the Provider designated for contact with the public.

- 7.5 If the Provider does not accept the claim submitted, the User is entitled to refer it to the appropriate general court.

8 Liability for damage

- 8.1 The User is obliged to take all preventive measures that can reasonably be required of it to minimise the risk of damage caused by viruses or accessing of the User's PC by third parties. It is obliged in particular to back up regularly all data damage to or loss of which could be detrimental to it. The Provider is not liable for detriment caused by damage to or loss of data if this damage/loss could have been avoided by preventive measures taken by the User.
- 8.2 The User is obliged to consider the selected level of safeguarding carefully. The Provider is not liable for detriment caused by viruses or by accessing the User's PC by third parties, if this detriment could have been avoided by installation of the maximum level of safeguarding.
- 8.3 The User will bear in mind the specific nature of the Service provided, in particular the fact that not even when specialist care is maintained to the maximum degree can a sufficiently rapid reaction to new codes created and all possible ways of accessing the User's PC be guaranteed. For this reason the Provider is liable for a virus attack or accessing of the User's PC by third parties only where it has caused this by at the very least gross negligence, as a result of which the Service does not provide protection which is provided at the time by currently available services of a similar nature on the market, provided at similar prices and to a similar group of users.
- 8.4 The Provider is liable only for attack by viruses expressly stated in the current list of viruses available on the application producer's web pages on address <http://www.f-secure.com/v-descs/> (this list is given in English), unless the User proves that protection against a virus which is not given in the list could have been provided at the time by anti-virus programs currently available on the market provided at similar prices and to a similar group of users.

9 Protection of confidential information, Collection, recording and use of information and data arising from the contractual relationship concluded.

- 9.1 The Provider and the User shall regard as confidential all information concerning the other party which is derived from the Contract or which they come to know in connection with its fulfilment, and shall not communicate this information or make it available to a third party without the consent of the other party to the contract in writing. This secrecy obligation shall apply for a period of 3 years after the Contract terminates.

This obligation of secrecy does not apply to:

- information on the fact that a Contract has been concluded between the parties
- Terms and Conditions for Provision of Service
- information which is or becomes publicly available without breach of the obligation to secrecy
- identification data and operating documents which may be the subject of commercial secrecy where it is provided to law enforcement agencies or a court as part of court proceedings conducted between the User and the Provider
- information requested by courts, administrative offices, law enforcement agencies, auditors for purposes stipulated by law or independent advisers to the contractual parties.

- 9.2 When there are increased demands for confidentiality or protection of data transmitted exceeding the Provider's technical capabilities, it is for the User to take appropriate measures on its side to ensure protection (for example, to order enciphering/deciphering facilities for its terminal equipment).
- 9.3 The Provider is entitled to enter the User in its list of reference customers.
- 9.4 The Provider and the User undertake to use all information on the other party to the contract which is derived from the Contract concluded or which they acquire in connection with its fulfilment in accordance with generally binding legal regulations (in particular Act No. 101/2000 Coll. on protection of personal data and on change of certain Acts, as amended), these Terms and Conditions or by the agreement of the contractual parties. This obligation also applies after the contractual relationship comes to an end.
- 9.5 The Provider undertakes when processing personal data to see to it that the User does not suffer detriment to its rights and to take measures to prevent unauthorised or accidental access to the User's personal data and change, destruction or loss of it, unauthorised transmissions, to other unauthorised processing of it, and also other misuse of personal data.

10 Protection of rights to intangible assets

- 10.1 The contractual parties have agreed that they will not use protected brand names and other protected designations of the other party without the consent of the other party in writing, unless expressly agreed otherwise.
- 10.2 The User is entitled to use services including intangible assets connected with services only for the purpose stated in this Contract. This right is not transferable to a third party.
- 10.3 The User is obliged in its activity under the Contract to protect rights to intangible assets of the Provider and other parties which the Provider has provided to the User for use in connection with this Contract. The User is obliged in particular to adhere to the licence conditions. It will bear in mind and agree that agreement of licence conditions by electronic means in installation of the application is a legal act in which the User incurs a legal obligation to adhere to these licence conditions.
- 10.4 The User will bear in mind that not only the Provider is a party authorised to exercise any rights against the User for breach of licence conditions but also the but also the application producer, even though it is not in a direct contractual relationship with the User. The application producer may exercise its rights in the manner presumed in the licence conditions.
- 10.5 Breach of obligations under clauses 10.1 - 10.3 of these Terms and Conditions is a fundamental breach of the Contract.

11 Other and final provisions

- 11.1 All communications relating to the Contract and fulfilment of the subject of the Contract which may have an influence on assessment of the manner and extent of fulfilment of the Contract must proceed in accordance with clause 4.3 of these Terms and Conditions, unless stated otherwise in these Terms and Conditions or the Contract.
- 11.2 In the event of repeated unsuccessful attempts to deliver communications in writing which require the form of a registered letter, the mail item will be regarded as delivered on the third day after it has

been first demonstrably sent. Mail items shall be delivered to the address given in these Terms and Conditions or in the Contract.

- 11.3 These Terms and Conditions come into force and into effect on 1 November 2005.
- 11.4 The Provider is entitled to make any changes or amendments to these Terms and Conditions. The User will be informed of such change or amendment on the Provider's www pages <http://www.cz.o2.com/pcstrazce> at least one month in advance.
- 11.5 These Terms and Conditions form an inseparable component of this Contract.
- 11.6 The Provider and the User have agreed that their contractual relationship created in provision of service shall be governed by Act No. 40/1964 Coll., the Civil Code, as amended.
- 11.7 These Terms and Conditions fully replace Terms and Conditions for the Provision of the Complementary Service PC Secure applicable since 5 February 2005. Legal relationships created before these Terms and Conditions came into effect shall henceforth be governed by these Terms and Conditions.
- 11.8 Legal relationships in provision of service shall be governed by Czech Law (this does not affect differing regulation in the licence conditions of the application producer), by this Contract, by these Terms and Conditions, by the contract on provision of public telecommunications service or the contract on provision of publicly available electronic communications services for which the O2 PC Strážce service is a complementary service, by Operating Conditions and by licence conditions.

Prague, 20 September 2005

On behalf of the Operator



Simon Burckhardt
Chief Marketing Officer