

Store Policy

of the O2 Czech Republic a.s. online store

O2 Czech Republic a.s., Company ID: 60193336, VAT Payer ID: CZ60193336, with registered offices at Za Brumlovkou 266/2, 140 22 Praha 4 – Michle, registered in the Commercial Register maintained by the Municipal Court in Prague, Division B, entry 2322

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1. Introductory Provisions

- . 1.1. This store policy (hereinafter also referred to as the “policy”) of O2 Czech Republic a.s. with its registered offices in Prague 4, Michle, Za Brumlovkou 266/2, zip code 140 22, registered in the Commercial Register maintained by the Municipal Court in Prague, section B, insert 2322 (hereinafter referred to as the “Seller”) governs, in accordance with the provisions of §1751 paragraph 1 of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the “Civil Code”) the mutual rights and obligations of the contracting parties arising on the basis of a purchase contract (hereinafter referred to as the “purchase contract”) concluded between the seller and another person (hereinafter referred to as the “Customer”) through the seller's online store. The e-commerce store is operated by the seller through websites at the internet addresses www.o2.cz and www.datamanie.cz (hereinafter each is referred to as the “website” or collectively “websites”) and through the Moje O2 mobile application (hereinafter only “application”).
- . 1.2. The provisions of the store policy are an integral part of the purchase contract. The purchase contract and store policy are drawn up in Czech, any potential different version of the purchase contract takes precedence over the general provisions of the store policy.
- . 1.3. The Seller is entitled to change or supplement the conditions of the Store Policy. The Seller also reserves the right to limit or to temporarily or permanently terminate the operation of e-commerce on any website or application. This provision does not affect the rights and obligations arising during the effective period of the previous version of the store policy.

2. Conclusion of the Purchase Contract

- . 2.1. Any image, text or other presentation of goods in the online store is of a solely informative nature and the seller is not obliged to enter into a purchase contract with respect to these goods. The provisions of § 1732 (2) of the Civil Code shall not apply.
- . 2.2. The information found in the online store includes important details regarding the goods, including a description of the type and properties and the prices of individual items. The prices of goods are listed in CZK, including taxes and all associated fees. Product prices remain in effect for as long as they are displayed in the online store's public user interface. This provision does not limit the seller's ability to conclude a purchase contract under individually agreed conditions.
- . 2.3. General information regarding the costs associated with the packaging and delivery of the goods is provided through the online store's public user interface or the shipping costs price list. Goods are delivered to customers via a postal service or courier, exclusively to existing addresses in the Czech Republic. Therefore, the costs associated with packaging and delivery only apply to deliveries within the Czech Republic.
- . 2.4. To order goods, the customer fills out the order form in the public user interface of the online store. The order form mainly contains information regarding:

- i. Goods ordered (filled in automatically when the customer selects the goods in the online store),
 - ii. Payment method for the price of the goods, shipping details for the ordered goods
 - iii. Information regarding costs associated with delivery of the goods
- . (hereinafter collectively referred to as “order”).
- . 2.5. Before the final sending of the order to the seller, the Customer can check and change the information he or she entered in the order, giving the Customer the opportunity to detect and correct errors that occurred when entering data into the order. Upon completion of the order, the customer sends the order to the seller and accepts the commitment to pay for the ordered goods, e.g. by clicking on the button marked “order” or “complete the order”. The Seller deems the data entered in the order as correct. Immediately after receiving the order, the Seller will confirm the receipt of the order to the customer by e-mail, to the customer's e-mail address entered in the user interface or in the order (hereinafter referred to as the “customer's e-mail address”).
 - . 2.6. The Seller is always entitled, depending on the nature of the order (quantity of goods, amount of the purchase price, estimated shipping costs) to ask the Customer for additional confirmation of the order (for example in writing or by telephone).
 - . 2.7. The contractual relationship between the Seller and the Customer is established by the delivery of the notice of acceptance of the order (acceptance), which the seller sends to the customer via e-mail, to the customer’s e-mail address.
 - . 2.8. The Customer agrees to the use of remote communication means when concluding the purchase contract. The costs incurred by the Customer when using remote means of communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) are covered by the customer, whereas these costs do not differ from the basic rate.

3. Price of Goods and Payment Terms

- . 3.1. The price of the goods and any potential costs associated with the delivery of the goods according to the purchase contract can be paid by the customer by standard cash on delivery, in cash or in another way offered by the specific postal service or courier during acceptance of the goods. The purchase price is therefore payable upon receipt of the goods.
- . 3.2. Along with the purchase price, the customer must also pay the costs associated with the packaging and delivery of the goods to the seller in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.
- . 3.3. By default, the seller does not require a deposit or other similar payment from the customer. This does not affect the provision of paragraph 3.4 of this Store Policy below, with respect to the obligation to pay the purchase price of the goods in advance.

- . 3.4. The Seller is entitled, especially if the customer does not provide additional confirmation of the order (section 2.6), to demand payment of the entire purchase price before sending the goods to the customer. The provision of Section 2119(1) of the Civil Code does not apply.
- . 3.5. Potential price discounts provided by the Seller to the Customer cannot be jointly combined.
- . 3.6. If it is customary in business dealings or stipulated by law, the seller will issue a tax document—an invoice—to the customer regarding the payments made based on the purchase contract. The seller is a VAT payer. Once the payment for the goods has been made, the Seller will issue a Tax document—the invoice—to the customer and will send it in electronic form to the customer's email address.

4. Withdrawal from the Purchase Contract by the Consumer

- . 4.1. Pursuant to the provisions of § 1837 of the Civil Code, the consumer cannot, among other things, withdraw from a purchase contract for the supply of goods manufactured according to the consumer's requirements or adapted to the consumer's personal needs, from a purchase contract for the supply of goods that are subject to rapid decay or goods with a short consumption period, as well as goods, which, due to their nature, were irretrievably mixed with other goods after delivery, or from a purchase contract for the supply of goods in a sealed package, which cannot be returned once the package has been breached for reasons of health protection or hygiene, and from a purchase contract for the supply of an audio or video recording or a computer program in a sealed package, if the consumer has opened it. The consumer also cannot withdraw from a contract for the provision of services, if they have been provided in full. If the customer purchases vouchers from the seller in the online store, which enable a one-time exercise of the right to the provision of a service (in particular, a SIM card package establishing the right to conclude a contract for the provision of prepaid electronic communications services on the given telephone number and to use the initial tariff, or draw a bonus credit or free units, or a top-up coupon establishing the right to top-up prepaid credit on the number), the moment the voucher is used or its validity period expires, the rights to the services associated with the voucher are fulfilled and the voucher is used up. In the case of a contract for the provision of services concluded with a consumer remotely, pursuant to the Civil Code, performance can commence within 14 days of its conclusion only at the express request of the consumer. This means that **by ordering a voucher from the seller (SIM card packaging or top-up coupon), the customer is expressly requesting the commencement of the fulfillment of the obligation to provide services based on such a voucher within the period for withdrawing from a purchase contract.** As soon as the performance from the purchased voucher is provided (in particular, the obligation to provide services contained within a SIM card package or top-up coupon is fulfilled), the customer's right to withdraw from the purchase of such a voucher is voided.
- . 4.2. If this does not involve one of the cases mentioned in paragraph 4.1 or another case where it is not possible to withdraw from the purchase contract or when such a right expires earlier, the customer who is the consumer has the right to withdraw from the purchase contract, within fourteen (14) days from the receipt of the goods, in accordance with the provisions of § 1829 et seq. of the Civil Code, whereas if the subject of the purchase contract concerns several pieces of goods delivered separately or the delivery of several items or parts, this period runs from the date of receipt of the

last piece or the last item or part of the delivery of goods. Withdrawal from the purchase contract must be delivered to the seller. To keep the specified period, it is sufficient if the notice is sent to the seller by post within the period specified in this paragraph. Withdrawal from the purchase contract and return of goods can also be resolved at any of the seller's store locations.

- . 4.3. In the event of withdrawal from the purchase contract pursuant to paragraph 4.2, the purchase contract is canceled from its inception. The goods must be returned to the seller within fourteen (14) days of withdrawal from the contract. If the customer withdraws from the purchase contract, the customer bears the costs associated with returning the goods to the seller.
- . 4.4. In the event of withdrawal from the purchase contract pursuant to paragraph 4.2, the seller shall return the funds received from the customer on its basis to the customer within fourteen (14) days of withdrawal from the purchase contract, via the same method by which the seller received the funds from the customer. The seller is also entitled to return the fulfillment provided by the customer upon the customer's return of the goods or in another way, with the customer's consent, without incurring additional costs. If the customer withdraws from the purchase contract, the seller is not obliged to return the received funds to the customer until the seller receives the goods or until the customer proves to the seller that the customer has sent the goods back.
- . 4.5. The seller is entitled to unilaterally offset any claim for compensation for damage caused to the goods against the customer's claim for a refund of the purchase price paid. At the same time, the customer is liable to the seller only for the reduction in the value of the goods, which occurred as a result of handling these goods in a way beyond what is necessary to familiarize himself or herself with the nature, properties and functionality of the goods.
- . 4.6. The seller is entitled to withdraw from the purchase contract at any time before the customer takes over the goods. In such a case, the seller will return the purchase price paid to the customer without undue delay, via cashless transfer to the account specified by the customer.
- . 4.7. If a gift is provided to the customer together with the goods, a gift contract between the seller and the customer is concluded with the severance condition that if the customer withdraws from the purchase contract, the gift contract regarding such a gift ceases to be effective and the customer is obliged to return the provided gift to the seller, together with the goods.
- . 4.8. If the discount on the purchase price of one product (hereinafter referred to as "Product A") is conditional on the simultaneous purchase of another product (hereinafter referred to as "Product B"), the seller may, after the customer who takes advantage of this offer and subsequently withdraws only from the purchase contract for Product B, to demand additional payment of the purchase price of Product A in the amount of the discount provided (indicated within the order, for example, as "conditional discount on a bundled product" or in another similar way), whereas the stated condition for granting the discount is also severable in nature.

5. Shipping and Delivery

- . 5.1. The goods will be delivered to the customer by a third party – a postal service operator (Česká pošta a.s.) or a contracted courier service to a specified address in the Czech Republic, at the agreed time (usually on working days between 8:00 a.m. and 4:00 p.m.). The goods will be

delivered no later than the third working day after the completion of the order, unless the customer receives other information without delay. The seller reserves the right to deliver the goods later than within the time given above, and to inform the customer accordingly if the goods selected by the customer are not currently in stock.

- . 5.2. If, for reasons on the customer's side, repeated attempts at delivery are necessary, or delivery must be made in a different way than was specified in the order, the customer is obliged to pay the costs associated with repeated delivery of the goods, or costs associated with a different delivery method.
- . 5.3. When accepting the goods from the carrier, the customer is obliged to check the integrity of the packaging of the goods and, in the event of any defects, to report these to the carrier immediately. If a breach is found in the packaging indicating an unauthorized intrusion into the shipment, the customer is not required to accept the shipment from the carrier.

6. Rights Arising from Defective Fulfillment

- . 6.1. The rights and obligations of the contracting parties with respect to the rights arising from defective fulfillment are governed by the applicable laws (in particular the provisions of § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 Civil Code).
- . 6.2. The seller is accountable for the goods being free of defects within the meaning of the Civil Code when they are accepted by the customer, in particular that:
 - i. The goods have the agreed properties (including type, quantity, packaging, product accessories and manual or instructions), and unless otherwise agreed, also properties that can reasonably be expected for items of the same type, and this also with regard to the public statements of the seller or the seller's contractual partner, if this could influence the customer's purchase decision and the seller was aware of them, or with respect to the samples provided to the customer in advance;
 - ii. The goods are suitable for the agreed purpose and, unless agreed otherwise, for the purpose for which similar goods are generally used.

The customer's right arising from a **defect is based on a defect that occurs on the goods no later than before the customer accepts the goods**, even if the defect becomes apparent later. Defects that occur later will establish the right of the customer only if the defect was caused by the seller through breach of the seller's duty, if stated in the provisions of the law, from which contractual deviation is not possible, or if the seller in a specific case voluntarily provided a guarantee of quality in the form of the seller's statement, exclusively to the extent of such a statement. **If a defect in the goods purchased by the consumer becomes apparent within one year of acceptance, it is considered that the goods were already defective upon receipt**, unless the nature of the item or defect precludes this. This period does not run during the period in which the customer cannot use the goods if the customer has justly claimed the defect.

- 6.3. If the subject of the **contract with the consumer is the purchase of a device that would not fulfill its functions without the connected digital content or digital content services** (a thing

with digital properties), the seller is responsible for providing the necessary updates of the connected content or services that are needed to preserve the properties of the device pursuant to paragraph 6.2, unless expressly agreed otherwise. If a shorter time cannot reasonably be expected for linked digital content or a digital content services provided on a one-time basis, the seller will provide the necessary updates to the consumer for a period of two years after acceptance of the device. If a defect in the linked digital content or digital content service that is continuously provided becomes apparent during this time, these are deemed to be defective.

- 6.4. When selling goods to **consumers, the seller is responsible for defects in the goods caused by incorrect assembly or installation**, which the seller performed or procured in accordance with the contract, or which occurred due to a lack of instructions from the seller or provider of digital content or digital content service at the time the item with digital properties was purchased.

6.5. The Seller is not liable for:

- i. Defects due to which a lower price of the goods was agreed;
- ii. Wear of the goods caused through normal use or, in the case of used goods, wear corresponding to the level of its previous use;
- iii. For damage, defects or wear and tear caused by the customer or a person acting on their behalf or on their responsibility, or arising after the acceptance otherwise than by a breach of the seller's obligations (especially due to an inevitable event such as a natural disaster, by the customer or a third party), the seller shall not be liable, among other things, for damage caused by unprofessional or unauthorized intervention (including software intervention), use of the goods contrary to their manual or instructions, and, if these are not included, contrary to the usual manner of use, as well as the penetration of foreign substances into the goods, incorrect maintenance or neglect, mechanical damage, as well as if the device was connected to a voltage other than that prescribed, or if the defect was caused by the use of non-standard or non-original accessories; unprofessional and unauthorized intervention is considered to be such handling of the goods that leads to a breach of protective elements protecting sensitive technical elements inside the goods, such as seals or stickers.
- iv. For defects, if an adjustment, modification or adaptation is required leading to the expansion of the functions of the device compared to the purchased version or to the expansion of the possibility of its operation in technical conditions other than those for which it was designed, manufactured or approved;
- v. For defects of a purchased item with digital properties caused by the failure to carry out an update that the seller (the seller or through another provider) provided to the customer and pointed out.

- 6.6. The customer asserts rights from defects in the purchased goods by **reporting the defect to the seller** at any O2 store, or even at the seller's headquarters. The defect is pointed out by a claim filed by the customer personally, whereas the complete claimed goods must be presented and the specific nature or description of the defect must be given. When filing a

claim, the customer is also obliged to prove that they purchased the goods from the seller, i.e. in addition to pointing out defects, they must also document the place, price and time of purchase of the goods.

- i. The consumer is entitled to complain about a defect in the goods that becomes apparent within two years of accepting the goods. For used goods, including, for example, refurbished equipment, this period is shortened to one year. If the consumer buys an item with digital properties and if the connected digital content or digital content service is provided continuously, the customer can also claim defects in these that occur within two years of accepting the goods.
 - ii. If the customer is not a consumer, the right from a defect can only be recognized if the customer points out the defect without undue delay after the customer could have discovered the defect with sufficient care, and at the same time, in the case of a hidden defect, no later than two years after accepting the goods.
- . 6.7. Unless the seller agrees otherwise with the customer, the **seller will handle the claim** without unnecessary delay, and a claim submitted by the consumer at the same time no later than 30 days from the date of its delivery. In the same period, the seller will fulfill his obligations corresponding to the right of the customer from a properly and timely pointed out defect:
- i. For delivery of a new item or repair the original item free of charge, if it is not impossible or unreasonably expensive;
 - ii. For a reasonable discount or for withdrawal from the purchase with a refund immediately after the return of the goods, if the defect has repeatedly manifested itself, is a material breach of the contract (i.e. prevents proper use and cannot be expected to be removed) or the seller has not removed the defect, refused to remove it, or it is obvious that will not be removed within a reasonable time or without significant inconvenience to the customer. However, it is not possible to withdraw due to an insignificant defect (especially aesthetic).

The customer informs the seller of the choice of right to exercise when the defect is pointed out or immediately afterwards. The customer may change the announced option only with the consent of the seller, or if the customer has chosen removal of the defect, which subsequently does not occur due to irreparability or breach of duty by the seller.

- 6.8. Other rights and obligations of the parties related to the seller's liability for defects are governed by the seller's claims procedure, published on www.o2.cz.

7. Other Rights and Obligations of the Contracting Parties

- . 7.1. The Customer acquires ownership of the goods by payment in full of the purchase price.
- . 7.2. The Seller is not bound by any code of behavior towards the Customer in the meaning under the provisions of § 1826 (1) e, of the Civil Code.

- . 7.3. The Customer hereby accepts all risk of a change in circumstances in the meaning under § 1765 para. 2 of the Civil Code.

8. Processing of Personal Data

- . 8.1. Information on the processing of personal data, including information on the rights of data subjects and methods of exercising them, is available at www.o2.cz in the document “Personal Data Processing Regulations”.
- . 8.2. The Customer acknowledges that he or she is obliged to provide all their personal details correctly and truthfully and that the Customer is obliged to inform the Seller without undue delay of a change in this personal data.

9. Closing Provisions

- . 9.1. If the relationship established by the purchase contract comprises an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the consumer's rights arising from legal regulations.
- . 9.2. If any provision of the Store Policy is invalid or ineffective, or becomes so, a provision as close as possible in meaning to the invalid provision will be substituted. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions. Changes and additions to the purchase contract or store policy must be made in writing.
- . 9.3. The seller archives the purchase contract, including the store policy, in electronic form without it being normally accessible.
- . 9.4. A sample form for withdrawal from the purchase contract forms an appendix to this Store Policy.
- . 9.5. Seller's contact details: O2 Czech Republic a.s., Za Brumlovkou 266/2, Praha 4 - Michle, Zip code 140 22.
- . 9.6. Out-of-court settlement of consumer disputes arising from a purchase contract falls under the jurisdiction of the Czech Trade Inspection Authority, with offices at Štěpánská 567/15, 120 00 Prague 2, Company ID: 000 20 869, website: <http://www.coi.cz>.
- . 9.7. This store policy takes effect as of January 6, 2023 and governs the contractual relationships arising or amended from the date of its taking effect.

Sample form for withdrawal from a concluded contract for remote communications

Addressee

O2 Czech Republic a.s., Za Brumlovkou 266/2, 140 22 Prague 4

I hereby inform you that I am withdrawing from the purchase contract concluded through the O2 Czech Republic a.s. online store.

Date order number..... relating to the following items

I am sending the goods by post to: O2 Czech Republic a.s., Za Brumlovkou 266/2, Prague 4 – Michle, ZIP Code 140 22, including all accessories, and I understand that they must be properly packed and must not be damaged.

I hereby acknowledge that if a consumer withdraws from a purchase contract, the seller is not obliged to return the received funds to the consumer before the consumer returns the goods to the seller or proves that they have sent the goods to the seller by post.

Name and last name:

Address:

Date:

Shipping Costs

Package Delivery

Fee for delivery of goods ordered (in particular hardware) in the Czech Republic

1. With verification of identity/acquisition of copy of ID document

Delivery by Dropick courier CZK 99

2. In other cases:

Delivery by DPD courier

Delivery by PPL courier

Delivery to DPD PickUp Point

Delivery to PPL ParcelShop

Delivery to GeisPoint point of pick up

Delivery to Czech Post, package to be collected at the branch

Delivery to Czech Post, package to be personally accepted by recipient

Express delivery, available only in certain cities) We will deliver the goods within 4 hours of their handover to the carrier, if the handover took place on working days between 7 a.m. and 4 p.m. CZK 299 / CZK 247.11

Delivery fee for Best home delivery (Not charged if the total price of the goods paid is higher than CZK 20,000) CZK 99 CZK 81.82

Collect on delivery

Payment to courier upon delivery

CZK 59