

General Terms and Conditions of O2 Prepaid Services

Effective as of January 1, 2022

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These General Terms and Conditions are an integral part of O2's contractual conditions. They govern contractual relationships arising or changed from the date of their taking effect.

O2 Czech Republic a.s.,

Company ID: 60193336, VAT ID: CZ60193336, with registered offices at Za Brumlovkou 266/2,
140 22 Prague 4 – Michle, registered in the Commercial Register maintained by the Municipal
Court in Prague, Division B, insert 2322

1. Introductory Provisions

1.1. O2 as the Provider

- These General Terms and Conditions (“GTC”) govern the provision of prepaid, publicly available electronic communications services and related services, including value-added services (“Services”) under the O2 brand. These GTC also regulate the execution of payment transactions via end devices pursuant to Article 11 (“Payment Transactions”). O2 provides the Services on the basis of a subscription agreement for the provision of a publicly available electronic communications service (“Contract”). The Services are provided only until the prepaid value (“Credit”), which has a limited validity, is used up.

1.2. Mobile Network

O2 provides Services in the territory of the Czech Republic in compliance with internationally recognized standards. It provides these Services via O2’s public electronic communications networks ("Mobile Network"). These GTC also govern roaming abroad in the mobile networks of contractual operators. Collectively, the O2 Mobile Networks and the mobile networks of contracted foreign operators are referred to as the “Network”. The Services are available wherever the territory is covered by the Network. The quality of the Services depends on the technical capabilities of the Network, as well as physical laws and the influences of the external environment. Areas covered by the Mobile Network are indicated on the coverage map with the relevant radio signal. The maps can be viewed at the www.o2.cz website (“Website”).

1.3. Types of Services

In line with these GTC, O2 provides two basic types of services:

- a) O2 Mobile voice service – allows you to send and receive phone calls made in the Network using a SIM card that is assigned a phone number, and also to make free calls to emergency numbers, including the location pinpointing of the caller.
- b) O2 Mobile Internet connection – this service enables access to broadband Internet services using a SIM card that is assigned a phone number.

The following additional services listed in the Price List can be used with these basic Services. The SIM card through which the Service is provided is owned by O2. The function of the SIM card can also be performed by a so-called eSIM (a set of data identifying the Service in the Network). An eSIM can only be used in devices supporting this function in the Network. A list of these devices is continuously updated on the O2 website. For the initial eSIM login to the Network, the e-Sim must be installed on the device. O2 will provide the Subscriber with access credentials to the remote storage location from where an eSIM can be installed. To enable this, the device must be connected to the Internet. The Subscriber is required to protect the access credentials in

the same way the Subscriber would protect the PIN. The eSIM and related data and applications (applets) are owned by O2. O2 is entitled to use and modify them to provide the Services, even without prior notice.

Where contractual terms refer to the return of a SIM card, in the case of an eSIM, the Subscriber will deliver their notice of return of a specified eSIM to O2. If O2 issued access credentials to the Subscriber on physical media, it is necessary to return this media. An eSIM is subject to the same rules and prices with respect to associated services as apply to a SIM card, unless expressly stated otherwise.

. 1.4. **Subscriber**

A Subscriber is understood to mean a natural or legal person that has concluded a contract with O2 (“Subscriber”).

. 1.5. **Contractual Terms and Conditions**

Together with the Price List, these GTC constitute the contractual “Terms and Conditions”. In the cases specified in § 63 of Act 127/2005 Coll. the Terms and Conditions also include the information required to be provided pursuant to § 63, paragraph 1, and the summary of the contract pursuant to § 63, paragraph 5. O2 will provide these documents to those interested in the Service before concluding the Contract. If this is not possible, O2 will provide these immediately after the conclusion of the Contract or its amendment, and the Subscriber will confirm their consent with them through the first use of the Service to which the Contract or its amendment relates.

. 1.6. **Contract**

Both the Subscriber and O2 acknowledge that, unless expressly stated otherwise for a specific Service (e.g. on the SIM card package), the Contract is concluded upon the first log in of the SIM card to the Mobile Network. The Subscriber hereby undertakes to comply with the O2 Terms and Conditions and the instructions for using a SIM card, mobile phone or other device that enables prepayment of Services. The package with the SIM card may specify a period by which the SIM card must be logged into the Network for the first time. After this period, O2 is not obliged to set up the Service. The contract is also concluded by porting a number from another provider to O2. To port a number from another provider to O2, the Subscriber must purchase a SIM card with O2 Prepaid service and from this SIM card submit a request to port a telephone number to O2, that is, (a) send an SMS to the number 999111 in the format “PRENOS XXXXXXXXXXXX YYYYYYYYYY”, where XXXXXXXXXXXX is the Subscriber's Verification Code for the porting of the telephone number (“SVC”) or the termination number of the dropped provider (“TNDP”) obtained from the dropped provider and YYYYYYYYYY is the number being ported (the details in the SMS are separated by a space, and (b) if the Subscriber receives a subsequent from O2, the Subscriber will, according to the request, confirm the day on which the porting of the number is to take place in an SMS. The Subscriber can also submit a porting request from a SIM card with O2 Prepaid on the

customer service line can and agree the day on which it should take place. O2 is entitled to request verification of a Subscriber's identity before processing their request. As soon as O2 receives a complete porting request, it will inform the Subscriber in an SMS about the date on which the porting will take place and forward the request to the dropped provider by the following working day. The termination of the service with the provider being dropped will take place at the latest at the beginning of the third working day after the submission of the request (or a later working day that the Subscriber agreed with O2 as the date of number porting). If O2 receives a complete request to port a telephone number (including SVC or TNDP) later than the fourth working day before the end of the contract with the provider being left, the number will be ported, but uninterrupted provision of service on the ported number is not guaranteed. You can port the number to O2 up to one month after the termination of the contract with the provider you are leaving. The procedure for porting a number to O2, including SVC, given here can also be used to change the internet service provider.

2. Rights and Obligations of O2

2.1. O2 undertakes:

- a) **(Quality of service)** to provide the Service in such a quality that the Subscriber's requirements are satisfied in a proper and timely pursuant to the contractual terms
- b) **(Maintenance of the mobile network)** to maintain the Mobile Network in a technical and operational state enabling the provision of a high level of services
- c) **(Repair of malfunctions)** to remove malfunctions arising in Mobile networks or O2 devices as soon as possible, that is, within five calendar days at the latest in cases where this is technically possible. O2 will proceed in the same way if the defect is a consequence of force majeure within the meaning of the Civil Code
- d) **(Claims)** to enable the Subscriber to file claims and report malfunctions of the Services provided; in such cases, O2 has the right to verify whether the defect is not on the Subscriber's telecommunications end device
- e) To publish parameters of the quality of the Services provided, in line with the general measures issued by ČTÚ.

2.2. O2 is entitled:

- a) **(setting limits)** to set limits for the provision of Services, especially financial or volume limits, which will usually relate to a set time period (e.g. day, settlement period, etc.)
- b) **(change of number)** to change the phone number even without the

Subscriber's consent. O2 will inform the Subscriber of such a change as soon as possible, and if it is technically possible, O2 will inform the Subscriber of the change no later than 5 calendar days prior to its implementation. O2 will further inform the calling Subscriber via automatic announcements or in another way about changes to telephone numbers in the Mobile Networks

- c) **(Protection of Mobile Networks and Services)** to introduce additional methods of protection of the Mobile Network and Services, if it considers that the introduction of such protection is in the interest of the Subscriber or the Mobile Networks.

3. Rights and Obligations of the Subscriber

3.1. The Subscriber is entitled, in particular, to:

- a) **(Use of the Services)** to properly use the Services that have been set up for the Subscriber, whereas the Subscriber cannot provide the Services for re-sale
- b) **(Setting up, change and cancellation of the Services)** to request the set-up, change, setting and cancellation of the Service in a scope and manner corresponding to these GTC
- c) **(Claims)** to turn to O2 with reports of malfunctions and claims
- d) **(Use of the Services by a third party – prohibition of “re-sale”)** to enable the use of the Services by a third party as a “User”. However, if anyone intends to demand payment from another person for the use of the Services or enable the use of the Services in connection with their business activity, they cannot do so without concluding a contract pursuant to § 79 et seq. Act No. 127/2005 Coll., on Electronic Communications (“ZoEK”). Exclusion of this condition is not possible without the consent of the O2 Board of Directors. Presenting the Services as the services of another entity is prohibited. In case of violation of these terms and conditions, the Subscriber's rights and obligations are transferred to the end User of the Services as soon as O2 gives its consent. In such a case, O2 remains the only authorized provider of Services on the telephone numbers through which the Services are provided. This is without prejudice to O2's right to compensation for damages
- e) **(Right to information)** to request O2 to provide information about the Services provided to the Subscriber, their settings, the amount owed by the Subscriber or information about details regarding specific connections made, etc. O2 will only share such information if the Subscriber or the Subscriber's representative meets the identification conditions set by O2 for providing such information.
- f) To use, within the scope of the Service, the networks of contractual operators,

with the exceptions stipulated in these GTC

- g) **(Separate roaming)** To use roaming services within the European Union permanently from another provider that has a relevant contract with O2. This change of provider is free of charge and will take place within 24 hours of applying for a service transfer request with the receiving provider. In the case of a mobile Internet connection, services can also be used on the basis of a one-off request from the selected provider. More information about separate roaming is available on the website.

3.2. The Subscriber undertakes in particular:

- a) **(PIN and PUK)** to protect the SIM card by having PIN code protection permanently activated. The Subscriber is obliged to secure the PIN and PUK against misuse by a third party. If the PIN is entered incorrectly 3 times in a row, the SIM card is blocked and can be unblocked with the PUK code. If the PUK is entered incorrectly 10 times in a row, the SIM card will be permanently blocked.
- b) To not perform any changes on the Network device, including the SIM card, or to intervene in these devices in any way.
- c) **(Use of the Services only in allowed ways)** to use the Services only in a way that is in compliance with these GTC, written instructions and instructions and that cannot negatively affect the operation of the Network or any part of it or the quality of the Services provided to other persons. The Subscriber acknowledges that, in particular, the use of O2 SIM cards in devices that enable the connection of calls initiated on the telephone numbers of subscribers of another provider to the telephone numbers of O2 Subscribers or vice versa (e.g. GSM gateways), and further systematically enabling communication between subscribers of one provider and subscribers of another provider in order to circumvent existing interconnection agreements may constitute a breach of the obligation under this provision.
- d) **(Use of approved devices)** to use the Services only through telecommunication end devices or other devices that meet the technical requirements for operation in Mobile networks in the Czech Republic. O2 reserves the right to determine that the Subscriber is authorized to use the Services through certain communication devices only with the prior written consent of O2. If the Subscriber's request for consent is not processed by O2 at the latest by 6 months from the date of its delivery, it is considered that consent has not been issued.
- e) **(Protection of Networks and Services)** to use additional methods of protection of Networks and Services, if it is in the interest of the Subscriber or the Networks
- f) **(Payment of prices for services)** to pay duly and on time for the Services provided in accordance with the General Terms and Conditions, in particular with

Article 4 of these GTC, including prices for the use of contractual operators' networks and for Payment Transactions

- g) **(Data protection)** to protect personal and identifying details of the Subscribers and Users, operation and location data, and the confidentiality of the communications of natural and legal persons in the course of providing the Services, regarding which the Subscriber has learned during use of the Service.
- h) **(Discussion in person)** to appear at O2's request for serious reasons related to the provision of Services in person to discuss the matter in question and follow O2's instructions in the given context.
- i) **(Liability for potential Users)** to acquaint any third party who the Subscriber makes available the use of the Service with the Terms and Conditions and other important information issued by O2 and related to the Services. The Subscriber is responsible for the actions of this person when using the Services to the same extent as if the Subscriber were acting on their own behalf
- j) **(Misuse of benefits)** to refrain from abusing the benefits provided under the tariff or a marketing campaign; misuse is understood to mean, among other things, (a) artificial or automatic generation of calls or messages (b) use of a benefit primarily for the purpose of obtaining any kind of other financial or other benefit for the Subscriber, or to the benefit of a third party exceeding the benefit provided, at the expense of O2 and (c) use of the benefit to an extent exceeding the maximum foreseeable behavior of the Subscriber, unless the Subscriber proves that it was a standard use of the Service or provides a satisfactory explanation to O2.

4. Prices and Payment Terms

4.1. Prices are provided in the Price List

A Price List containing valid price conditions and prices for Services is available on the Website. The price list regulates the billing of the Services under the tariffs. The tariff represents a set of prices for individual services and determines the conditions under which these prices, and possibly also any discounts and so-called free units, are applied. The tariff may also include services that are not separately charged ("free"), or conditions for minimum top-up or the amount of Credit.

4.2. Obligation to pay the price for Services

The Subscriber is obliged to pay the price for the Services provided under the conditions and in the amount specified in the Price List valid at the time the Service is provided.

4.3. Credit

Service is provided only until the value ("Credit") topped up for the given Service

by the Subscriber is used up. At the time of top-up, the Credit represents the value of O2 services, which the Subscriber is entitled to use while the Credit is valid. While the Credit is valid, the Subscriber may decide to use the Credit even for Merchant services (section 11.3). Credit can only be topped up in values and using the methods specified by O2 and is governed by the value of distributed top-up coupons, or other top-up methods published by O2 on the Website.

4.4. Credit validity period and conditions of use

The Credit is valid for 1 month from the increase (top-up) of the Credit in the manner specified by O2, unless a longer period is specified for the relevant value of the Credit in the current Price List or in the package containing the SIM card. If, while the Credit is valid, the Subscriber further tops up the Credit, the validity of the Credit will be extended by the period specified in the current Price List or in the package containing the SIM card according to the value of the topped-up Credit, but by at least 1 month again. The Subscriber is obliged to use up the Credit within the specified validity period. At the end of this period, the remaining Credit is considered exhausted and O2 does not pay any compensation in such a case.

4.5. Exhaustion of Credit

O2 is entitled, without prior notice, to interrupt the provision of Services in event of using up the Credit, possibly even during a call, sending a message, data connection or using another Service. The information on the current amount of Credit displayed by the Subscriber's device is only indicative. In case of doubt with respect to the amount of Credit, the data in the O2 billing system is decisive.

4.6. Using the Service reduces the available Credit. A billing statement is not issued:

O2 has the right to reduce the Credit in the amount corresponding to the price for the provided Service pursuant to the Price List valid at the time the Service was used by the Subscriber. If the current amount of the Credit is not sufficient to pay for the Services provided and the Subscriber does not top up the Credit to the required value without undue delay, O2 has the right to be paid the price for the Services provided. O2 does not issue regular or one-off bills to the Subscriber.

4.7. Bonus credit

Bonus Credit may be added to the normal Credit when the SIM card is first logged into the Mobile Network or later as part of marketing campaigns, which can be used for all Services excepting Information Services and Payment Transactions. The bonus credit has its own validity period independent of the regular credit. Bonus Credit cannot be drawn if regular Credit is used up; this does not apply to the Bonus credit provided when the SIM card is first logged into the Mobile

Network. In the case of granting another Bonus Credit, the validity period of the current Credit or the previous Bonus Credit is not extended, nor is the Bonus Credit that has already expired renewed. Bonus credit is always used preferentially to pay for Services, whereas the first Bonus credit provided when the SIM card is first logged into the Mobile Network is used first.

5. Personal, Operating and Location Data and its Processing

5.1. Database of Subscribers, operating and location data

O2 maintains an up-to-date database of its Subscribers, authorized representatives of Subscribers and Users (hereinafter also “Data Subject”) containing personal and identification data and processes operation and location data related to the provision of Services (“Data”). The principles of the processing of this data are set out in a separate document “Principles of the processing of personal data”, which is available on the O2 website.

5.2. Processing necessary for the provision of Services is regulated in the Principles of Personal Data Processing.

5.3. Sharing of data with other administrators is regulated in the Principles of Personal Data Processing

5.4. Subscriber Directory, Telephone Directory Assistance Service

The Data Subject agrees that O2 will make the Data Subject's telephone number available to other users of mobile networks in the Czech Republic or to third parties. The Data Subject has the right to decide whether their personal or identification data should be listed in a publicly available information service on telephone numbers or a subscriber list, if the User proves that they are an authorized Subscriber to the Service provided on the relevant telephone number. Personal details are, for this purpose, name, surname, or pseudonym, residence address, telephone number of the Data Subject with O2 and e-mail address, in the case of a natural person, and for a natural person doing business, this further includes the address of the registered office of the business, while the identification data are the business name or name of the legal entity, address of the registered office (or registered office of the organizational unit), address and telephone number of the premises of the Data Subject with O2 and e-mail address. At the request of the Data Subject and within its scope, O2 will use the said personal or identification data as part of its own publicly available information service on telephone numbers (if it provides this service), or forward the data to the person who requested the transfer of the data for publication in a publicly available information service, or subscriber list. The request can be submitted by the Data Subject on the form “Publication in a telephone directory and information services” available at www.o2.cz. Correction of data in the publicly available information service or the subscriber list can only be done for their next revision.

Until June 30, 2022, it is prohibited to offer marketing advertising or goods or services via electronic communications networks or services to persons who have indicated in a subscriber list or publicly available information service that they do not wish to be contacted for marketing purposes, while from July 1, 2022 the Data Subject may be contacted for marketing purposes only with their prior express consent. The fact that the Data Subject wishes to be contacted for marketing purposes from 01/07/2022 can be indicated on the abovementioned form (as well as the prohibition of such contacting up to June 30, 2022).

- . 5.5. **Monitoring of Communications with O2** is regulated in the Principles of Personal Data Processing (Privacy Policy).

- . 5.6. **Withdrawal and Renewal of Consent**

The data subject is entitled at any time to withdraw their consent to the processing of the data according to paragraph 5.4, by an explicit, understandable and definite expression of will (e.g. in the form of a registered letter, a telephone call to the customer line, or other methods indicated on the website) after proper identification of the data subject. The form of expression of will may be determined by O2, and this form of expression of will may vary according to the type of consent. The data subject cannot refuse processing based on the law. In the event that the Data Subject grants renewed consent to the processing of Data, it also applies to Data obtained at the time when consent was not granted, unless otherwise provided by law.

- 5.7. **The right to information** is governed in the Principles of Personal Data Processing (Privacy Policy).

6. Claims

- 6.1. **Deadline for submitting a claim regarding prices billed**

The Subscriber is entitled to file a claim with respect to about the charged prices with O2 without undue delay, no later than two months from the date of provision of the Service. Filing a claim does not have a suspensive effect on the obligation to pay the prices charged for the Services provided.

- 6.2. **Deadline for submitting a claim regarding faulty service**

The Subscriber is entitled to make a claim about the Service provided to O2 without undue delay, no later than two months from the date of the defective Service, otherwise the right will expire.

- 6.3. **Claim processing**

O2 is obliged to handle the claim without undue delay, no later than one month

from the date of delivery of the claim. If settlement of the claim requires negotiation with a foreign operator, O2 is obliged to settle the claim no later than two months from the date of its delivery.

6.4. **Refunds**

If the claim is found to be justified, the amounts paid for the claimed Services or the amounts erroneously billed will be returned to the Subscriber in the form of an increase (top-up) of the Credit within 1 month from the settlement of the claim.

6.5. **In cases of doubt, O2 records prevail**

In case of doubt as to whether the Service was provided or whether the action (calling, sending an electronic message, picking up or loading a given item in the O2 system, etc.) has been carried out, the operation statement from the switchboard or the system of O2 or the relevant roaming operator, is decisive.

7. Restriction or Interruption of Provision of Services

7.1. O2 is entitled to restrict or interrupt the provision of services for the period necessary due to:

- a) **(Network security)** Serious technical or operational reasons, especially if there is a risk of a serious reduction in the security and integrity of the Network as a result of damage or destruction of electronic communication equipment
- b) **(Crisis)** the arising of crisis situations, especially in the case of state military alert, natural disasters, threats to state security, or epidemics
- c) **(Legislative reasons)** if O2 is obliged to undertake such a restriction or interruption pursuant to valid legal regulations or a decision of a state authority of the Czech Republic,
- d) **(Misuse of Services)** a reasonable suspicion that the Subscriber or a third party has abused or is abusing the Services through the Subscriber's end device or is using the Services in a way that may negatively affect the operation of the Network or any of its parts or the quality of the Services, or in a way that seriously violates the rights of other persons. The use of the Services in a way other than that specified in the GTC, or Price list can also be considered as abuse. O2 is entitled to monitor the operation of the Network and use other appropriate technical means to detect or check the misuse of the Services.
- e) **(Exceeding of limit)** The Subscriber has exceeded the limit set under paragraph 2.2 letter a).

7.2. O2 is entitled to limit or interrupt the provision of all Services, except for making calls to emergency numbers, if the Subscriber, despite notice:

- a) **(Breach of obligations)** is in breach of Contractual terms and conditions,
- b) **(Unauthorized services)** is using the Network or Services for purposes other than those defined in Article 1
- c) **(Unapproved devices)** is using a device that does not comply with the technical requirements for operation in the Czech Republic.

. 7.3. **Network damaging device**

Based on the consent of ČTÚ, O2 is entitled to refuse to connect, to disconnect or to decommission a device that, although it meets the technical requirements, causes damage to Networks, harmful interference, or disrupts the functionality of Networks. In exceptional circumstances, O2 is entitled to disconnect the device even without the consent of the CTU, if it is necessary to protect the Network, after meeting the conditions set by the legislation.

. 7.4. **Resumption of Services**

If the Subscriber removes the defective condition according to the previous provisions within the deadline set by O2, O2 will resume the provision of the Service in the original scope.

8. Change and Termination of the Service

. 8.1. **Requesting a change in Services settings**

A request to change the settings of the Services is submitted by telephone, or in the manner and under the conditions set out in the Price List or on the Website. The change request must always contain the data required for the given change and must be sufficiently specific.

. 8.2. **Approval of a change request**

O2 will approve or reject a change request within 5 working days of its delivery to O2, if the Subscriber meets the conditions under which changes are made. Approval is understood to mean making the requested change.

. 8.3. **Contract duration**

The contract is concluded for a fixed period of 12 months. If the Subscriber tops up the Credit, the duration of the Contract will be extended for another fixed period of 12 months from the date of the last top-up of the Credit. If this does not happen, after the expiry of the fixed period, the Contract will change to an indefinite duration, based on and

in accordance with the law. In such a case, O2 has the right to terminate the Contract if more than 12 months have passed since the conclusion of the Contract or the last top-up of the Credit and at the same time the Subscriber does not maintain any Credit for a continuous period longer than 5 days; O2 will deliver a notice of termination in the form of an SMS to the phone number of the interrupted service, and the Contract will end upon expiry of the notice period of 2 weeks from the delivery of the notice. Upon termination of the Contract, the remaining Credit is forfeited and O2 does not pay any compensation for unused Credit or transfer its value to another SIM card; this does not apply in the case of porting a telephone number from O2, when within 30 days thereafter the Subscriber – consumer can ask O2 to return the balance of the paid Credit pursuant to paragraph 8.6.

8.4. Termination, restriction, or interruption of the Service by O2

If the Subscriber violates the provisions of the Contractual Terms or fails to top up the Credit before the expiry of the above-mentioned period, O2 may interrupt, restrict or terminate the provision of Services. Termination of the Services also terminates the Contract. If the PUK code is entered incorrectly, it applies that the Subscriber thereby withdraws from the Contract with immediate effect.

8.5. Termination of the Service by the Subscriber

- 8.5.1. **(Based on the law governing unilateral amendment of a contract)** Pursuant to § 63b ZoEK “the provider of a publicly available electronic communications service... may change the contractual terms and conditions, if it has been agreed upon and if it has informed the subscriber in a clear and comprehensible text form regarding all changes to the contractual terms no later than 1 month before the contract change takes effect and at the same time informed the subscriber of the subscriber’s right to terminate the contractual obligation without incurring any additional costs if the subscriber does not agree with the new terms. The right to terminate the obligation from the contract can be exercised within 1 month after delivery of the notification. The subscriber has the right to terminate the contract free of charge without incurring any additional costs, only if the proposed changes are not exclusively beneficial for the subscriber, if they are not of a purely administrative nature and have neutral effects, or if the contract has not been changed based on a change in legislation or in the case of a change to the Contract pursuant to Section 63, paragraph 11.” (Pursuant to § 63, paragraph 11, the Czech Telecommunications Authority may, in the cases specified therein, order the provider to make changes to the contract or its published proposal.) O2 shall inform the Subscriber in compliance with the above provisions of ZoEK in the manner pursuant to Article 12 regarding the changes to the Contractual Terms, which it can make in accordance with paragraph 13.1. Termination of the Contract without porting the number is carried out by returning the SIM card pursuant to section 8.5.3, whereas the Service will be canceled on the day of delivery of the O2 SIM card and its return has the effects specified in section 8.5.3. If the Subscriber intends to port the telephone number to another provider, they must proceed according to section 8.6. In that case, the Service will be canceled in accordance with section 8.6 under the conditions specified therein.

- 8.5.2. **(Cancellation, with number porting)** The Subscriber is entitled to cancel the Service with Number Porting before the expiry of the deadlines pursuant to paragraph 8.3, following the procedure in paragraph 8.6.
- 8.5.3. **(Cancellation without porting number)** The Subscriber is entitled to cancel the Service before the expiration of the deadlines according to paragraph 8.3, also without transferring the number, by returning the SIM card of the canceled Service in a package delivered to the address for submitting claims, indicated on the Website. This also applies if the consumer's O2 Mobile voice service is disrupted by a significant ongoing or frequently recurring deviation from the performance specified in the Contract. Returning the SIM card ends the validity of the Credit and cancels the Service. This has no effect on paragraph 4.4.
- 8.5.4. **(Termination of bundled components)** If O2 offers a basic service as a bundle (i.e. O2 Mobile voice service or O2 Mobile data connection) in combination with other services or an end device, and if the Subscriber purchases them together at the same time as part of such an offer, the following applies:
- Subscribers – consumers have the right to terminate every service in the bundle (even by porting the number or changing the provider of internet access, if feasible) under the same conditions as the basic service and to receive a summary of the contract for each service comprised in the bundle before entering into a contract. Micro-enterprises, small businesses, or non-profit organizations also have this right if they demonstrate this status upon termination of the service and have not previously waived such rights.
 - If a Subscriber who is a consumer has the right to terminate any component of the package for failure to fulfill O2's contractual obligations, they will have the same right to all components of the same bundle.
 - The bundle is also subject to the principle that supplementary services contracted with the basic service are terminated simultaneously with the basic service.

8.6. Porting a number from O2

To port a number from O2, the Subscriber must provide the transfer identifier (see below) to the receiving provider in accordance with its contractual terms, arrange the transfer date with the receiving provider, and on their request, prove their identity. The Subscriber's verification code (SVC), which O2 creates for the associated telephone number for the entire duration of the Contract and communicates to the Subscriber via SMS to that number at the conclusion of the Contract or later at the Subscriber's request submitted from the associated telephone number to the O2 customer line and containing the PUK, serves as the identifier. The number will be ported at the beginning of the 3rd working day after O2 receives the request to port the telephone number through the receiving provider or a later working day that this provider will notify O2 of in the request, provided a valid SVC is included in the request. The number will be transferred if

the Subscriber does not have any outstanding debt to O2 (displayed as negative credit) at the time of porting. For technical reasons, the number cannot be ported if the service has been interrupted pursuant to Article 7 before the request to port through the receiving provider is received. On the day of porting, the service will be terminated on the ported number and the Contract will be terminated if it has not already expired, unless the Subscriber and O2 agree to continue providing such a service on a new number. The number can be ported up to one month after the termination of the Contract with O2. The procedure for porting a number from O2 to another provider, including an SVC, can also be used to change the provider of the Internet access service.

A Subscriber who is a consumer may, within 30 days of termination of the Contract by porting the telephone number, request, in the manner published by O2 on its Website for this purpose (for example, at an O2 store), the return of paid Credit unused at the time of termination of the Contract ("Balance"). O2 is entitled to condition the return of the Balance by identifying the applicant from his or her identity document, by verifying their status as a Service Subscriber on the telephone number to which the request relates, and by the applicant confirming his request with a handwritten signature or another method replacing the demonstrability of a signature. O2 will return the Balance without delay, no later than 21 days after receiving the Subscriber's complete application, at the Subscriber's discretion by a one-time non-cash transfer to the bank account in the application or by postal order to the address in the application for payment of cash to the Subscriber. For returning the Balance, O2 is entitled to demand a fee according to the Price List, corresponding to the actual costs incurred by O2 when returning the Balance, including the costs of transferring money abroad (if required). This fee will be settled by a credit that O2 will make unilaterally against the Balance before remittance of payment as requested.

9. Liability and Compensation for Damages

- . 9.1. **Exemptions from liability** O2 is not obliged to compensate the Subscriber for material damages or lost earnings that arise resulting from:
 - . a) Restrictions, interruptions, non-provision or faulty provision of the Service,
 - . b) Exceeding of capacity limits, malfunctions, repairs or maintenance on the Network or its part, potentially the nature of technologies used,
 - . c) loss, theft, disclosure or misuse of access codes, Identification keys, PIN, PUK and other codes, which the Subscriber is obliged to protect against loss, theft, disclosure and misuse ("Codes").
- . 9.2. **Liability of O2** In other cases not mentioned in section 9.1, O2 is liable for damages to up to the limit of the amount of the Credit at the time the damage occurred. If, due to a breach of O2's obligations when porting a number or changing an internet access service provider, there is a delay or abuse of such procedures or non-compliance with the agreed

repair and installation deadlines, the Subscriber has the right to flat-rate compensation in the amount set by law, and therefore the limit of O2's liability according to the previous sentence, corresponds to at least this amount. Detailed information on flat-rate reimbursements is published at www.o2.cz.

9.3. Liability of the Subscriber

The Subscriber is liable for damage incurred by O2 as a result of:

- a) Violation of the provisions of the Contract Terms or violation of valid legal regulations by the Subscriber and also by the User (third party),
- b) Use of a telecommunications end device or other device that interferes with the operation of the Network,
- c) Unauthorized access to the Network endpoint, SIM card, telecommunications terminal or other device,
- d) Use of telecommunications terminal equipment or other equipment that is not intended for operation in the Czech Republic or that does not meet the technical requirements established by a special legal regulation,
- e) Damage to the Network or equipment, including damage caused to third parties in such connection.

9.4. Abuse of the Service and Codes

The Subscriber is responsible for the abuse of the Service, SIM card, Codes or telecommunications end device, as well as for overwriting the IMEI code of the end device and for the damage caused thereby to O2. In such a case, the Subscriber is obliged to pay the price of the provided Services until O2 receives the Subscriber's written notice of abuse or theft of the SIM card, abuse of the Code or abuse or theft of a terminal or other device.

10. Applicable Law and Court Jurisdiction

10.1. Czech Code of Law

The Contract and all relationships arising on the basis of the Contract and GTC are subject to the laws of the Czech Republic.

10.2. Powers of the Czech Telecommunications Authority, Courts, CNB and the Financial Arbitrator

In disputes between O2 and the Subscriber, or potentially the User, arising from the contractual relationships regulated by these General Terms and Conditions or based on

them, the Czech Telecommunications Authority has decisive authority. Courts have the power to decide in cases and under the conditions established by law. The competent court for legal proceedings conducted against a foreign person is always the court of the Czech Republic with local jurisdiction according to the headquarters of O2. Regarding the authority and jurisdiction of the CTA in administrative proceedings, the previous sentence applies similarly. The supervisory authority for payment services pursuant to Article 11 of the GTC and Act No. 370/2017 Coll., on the payment system, is the Czech National Bank, with its headquarters at Senovážná 3, 115 03 Prague 1 www.cnb.cz. It is also possible to file a motion to commence proceedings in disputes relating to payment services before the financial arbitrator pursuant to Act No. 229/2002 Coll., on the Financial Arbitrator.

11. Payment Transactions

- 11.1. **The Subscriber is authorized to enter orders for Payment Transactions.** In addition to using electronic communications services, the Subscriber is authorized to enter orders to transfer funds to the payment accounts of persons who have concluded an agreement with O2 for the management of such accounts via the Network and a technically capable end device (electronic communication device). (“Partners”) using the procedure described in paragraph 11.2 (“Payment Transactions”). For the purposes of these GTC, Payment Transaction services are considered part of the Services, unless the context of the use of the term Service indicates otherwise.
- 11.2. **Methods of submitting a payment order** An order to carry out a Payment Transaction may be entered in the following ways:
- . a) By calling a phone number with a special area code (so-called audiotex) for a certain time,
 - . b) By sending an SMS or MMS with a specified string of characters to a special number (so-called Premium SMS or Premium MMS),
 - . c) By confirming the order on the specified link on the website or wap page specified by the Partner (these steps are also referred to as “Entering the order”).

Transaction Payment Amount (i.e. the amount to be transferred on the basis of the payment transaction order) is calculated according to the length of the call to the audiotex line, the length of the data connection, or the number of Premium SMS or Premium MMS sent, or is determined by a link on a website or wap page. Additional information and binding parameters of Payment Transactions are listed in the Price List.

11.3. **Payment Transactions can be used to pay:** Payment Transactions pursuant to paragraph 11.2 can be used by the Subscriber to pay for goods and services provided by Partners or by persons who provide their services in accordance with the conditions set by O2 and Partners (Partners and these persons hereinafter referred to as “Merchants”), which may be goods or services, which are:

- a) provided or delivered by post or courier, collected in person at the establishment, issued by an electronic device or otherwise, or delivered via the Subscriber's electronic communication device, but used in another way (e.g. SMS tickets, e-tickets);
 - b) delivered to an electronic communication device and which will be used through an electronic communication device.
- 11.4. **Procedure for execution of Payment Transactions** By entering the order, the Subscriber agrees to execute the Payment Transaction. This also applies if the Subscriber allowed another person to enter the payment transaction execution order. The order is accepted by O2 at the moment the Order Entry is completed, unless it is rejected without undue delay. The Subscriber can no longer revoke the payment order or his consent to the Payment Transaction after it has been accepted by O2. Based on the order entered by the Subscriber, O2 will reduce the credit by the amount of the Payment Transaction.
- 11.5. **The rights and obligations of the Subscribers and O2 when performing Payment Transactions** are governed by the Contract and in the case of Payment Transactions intended for the payment of goods and services that are not the services or goods mentioned above in paragraph 11.3 letter b), also by the provisions of general legal regulations governing the contract on payment services (Act No. 370/2017 Coll., on Payment Systems).
- 11.6. **O2 will ensure the transfer of funds:** O2 will ensure that the funds are credited to the payment accounts of the relevant Partner no later than two working days after the order to execute the Payment Transaction is entered; the regulation of the deadlines for the execution of payment transactions in the Payment System Act does not apply. O2 is responsible for an incorrectly executed transaction to the relevant Partner.
- 11.7. **O2 can set limits:** O2 is entitled to set financial limits for the day and for the billing period. If the financial limit is exceeded by the Subscriber, O2 is entitled to refuse the execution of the transaction. Financial limits and guarantees are regulated in the Price List. O2 is also entitled to set limits per Payment Transaction or spending limit.
- 11.8. **Information regarding completed payment transactions:** The Subscriber can find out about completed Payment transactions through the O2 customer line. The applicant must prove that they are an authorized Subscriber to the submitted SIM card for which they are requesting information.
- 11.9. **Protection of the Subscriber against abuse and obligation to report the loss of a device:**
- The Subscriber is obliged to take all reasonable measures to protect electronic communication equipment. In the event of theft or loss of an electronic communication device, the Subscriber is obliged to report this fact to O2 immediately. Notification can be made at any time, by reporting to the customer line or by written notification, based on which the execution of Payment Transactions and the provision of Services will be

blocked. Breach of this obligation by the Subscriber is considered a gross breach of the Contract by the Subscriber.

11.10. Claims in relation to Payment Transactions:

The Subscriber is obliged to potentially file a claim against the execution of the Payment Transaction (i.e. that, in the sense of paragraph 11.2, the call was not made, the SMS was not sent, the billed duration or number of calls/units does not correspond to the operating data of the switchboard, the command was entered from a lost or stolen electronic communication device, the Subscriber did not consent to the Payment Transaction, etc.) without undue delay, but no later than within 2 months from the date of submission of the order for the Payment Transaction in accordance with the procedure specified in Article 6. The provisions of paragraph 6.5 shall apply mutatis mutandis to Payment Transactions. After the expiry of the period, it is considered that the Payment Transaction was carried out with the parameters corresponding to the withdrawn Credit. O2 does not bear the burden of proof regarding the terms of the Payment Transaction in the sense of Section 187, Paragraph 1 of the Payment System Act.

11.11. Subscriber's liability for payment of Payment Transactions:

The Subscriber bears the loss from Payment Transactions made through a lost or stolen electronic communication device within the Services up to an amount corresponding to 50 euros. However, if the Subscriber caused this loss through fraudulent behavior or because the Subscriber intentionally or through gross negligence breached any of the Subscriber's obligations, he or she bears such loss in full. The Subscriber shall not bear the loss from Payment Transactions carried out through a lost or stolen electronic communication device, if the loss occurred after the Subscriber reported the loss, theft or abuse of the electronic communication device pursuant to paragraph 11.9.

11.12. The Subscriber is obliged to pay O2 the fees for the execution of Payment Transactions in the amount according to the Price List. The Subscriber who gave the order to execute the Payment Transaction agrees to the reduction of the Credit by the amount of the Payment Transaction. Filing a claim pursuant to paragraph 11.10 does not have a suspensive effect.

11.13. Liability for ordered goods or services:

O2 is not responsible for defects in goods or services paid for through a Payment Transaction. The Subscriber is entitled to make claims regarding such defects, regarding the failure to provide services properly and on time, or regarding the failure to deliver goods, only directly to the Merchant in question.

12. Correspondence

12.1. **Methods of communication:** The Subscriber acknowledges that O2 is entitled to deliver all messages, calls, notices, reminders and other communications ("messages") in the form of SMS, MMS or calls to the Service's phone number, or to contact addresses provided by the Subscriber.

- 12.2. **Delivery of a message:** For the purposes of these GTC, a message delivered electronically, in particular by e-mail, SMS, MMS or inserted into the O2 information system for the purpose of making it available to Subscribers, is considered delivered. In the case of sending an SMS or MMS message, confirmation from the exchange that the message has been sent to the phone number is considered delivery.
- 12.3. Confirmation of a voice call, sending an SMS, MMS message, sending a fax or electronic message or making the message available on the designated customer internet portal is recorded in the O2 system. If messages are sent by e-mail, this is done exclusively at the request of the Subscriber, who hereby gives consent to sending e-mail without security.
- 12.4. If the conclusion or change of the Contract took place outside the usual business premises or using remote communication means, O2 will send the Subscriber a confirmation in the form of an SMS.

13. Common, Interim and Final Provisions

13.1. Contractual Terms and Their Amendments

O2 is entitled to change, supplement and cancel the individual documents forming the Terms and Conditions in the event of a change in technical, operating, business or organizational conditions on the side of O2 or on the market for the provision of electronic communications services, as well as due to changes in generally binding legislation. O2 is obliged to notify and inform the Subscriber of changes to the Contractual Terms, pursuant to Articles 8.5.1 and 12. O2 is entitled to change the Contractual Terms in sections related to the following areas of contractual arrangements:

- . a) Prices of Services;
- . b) Method, scope, parameters and conditions of providing the Services;
- . c) Method and terms of payment for the Services;
- . d) Scope of rights and obligations of O2 and the Subscriber;
- . e) Method and conditions for application and settlement of claims regarding billing or quality of the Services;
- . f) Changes to the Service;
- . g) Liability for damages;
- . h) Contractual terms and duration, payment amount and method of terminating the Contract;
- . i) Method of delivery to the Subscriber;

- . j) Reservations relating to legal regulations;
- . k) Payment transactions;
- . l) Arrangements regulated by legislation or the decision of a court or administrative body;
- . m) Data processing;
- . n) Scope of potential unilateral changes to the Contract or Services on the side of O2 and the method of notification of the Subscriber regarding the changes.

13.2. O2 has issued these GTC in pursuant to § 63 et seq. ZoEK, § 1751 Civil Code and Act No. 370/2017 Coll., on Payments.

13.3. The documents constituting the Terms and Conditions and any other documents that are annexes and parts of these documents are an integral part of the Contract. These documents and their potential changes are available on the Website.

13.4. Unless a specific agreement specifies a different start of their effectiveness, these GTC become effective on January 1, 2022 and replace the GTC effective until this date. However, in practice, the changes introduced by the amendment to the Electronic Communications Act effective from January 1, 2022 will also be applied to existing Subscribers from that date, who will be notified in advance of the changes to the GTC caused by the amendment in accordance with the law.