

# Personal Data Processing Policy

## [Privacy Policy]

The purpose of this Personal Data Processing Policy intended for O2 subscribers, issued by O2 Czech Republic a.s. Company ID 601 93 336, VAT ID CZ60193336, with registered offices at Za Brumlovkou 266/2, 140 22 Prague 4 – Michle (“Policy” and “O2”), is to inform data subjects about what personal data about them is processed by O2 as the administrator when providing services, selling goods at branded stores and O2 online stores, and when visiting websites operated by O2, and within the scope of communication with potential subscribers, for what purposes and for how long O2 processes this personal data in accordance with applicable legal regulations, to whom and for what reason it can transfer this data, and also to inform data subjects regarding their rights in connection with the processing of their personal data. This Policy relates to the processing of personal data of potential subscribers, subscribers (including former subscribers) and, where appropriate, their representatives or contact persons, users of services, those interested in goods and services and visitors to websites operated by O2 (“subscriber”), always within the scope of personal data corresponding to their relationship with O2. These Policies are issued pursuant to Regulation (EU) 2016/679, on the protection of natural persons in connection with the processing of personal data (“regulation” or “GDPR”) in order to ensure O2s information obligation as an administrator pursuant to Article 13 GDPR and Article 14 GDPR. **These Policies are informative in nature** and are therefore not part of the contract for the provision of electronic communications services.

## **A. Categories of Personal Data**

Personal data is any information that relates to a natural person that O2 is able to identify. O2 may process the following categories of personal data in connection with the provision of services and the sale of goods:

### **1 Basic personal identification details and address details**

Such information is required to conclude and fulfill a contract. This namely involves:

- Academic title
- Name and last name
- Business name
- National ID number (if for any reason a national ID number was not assigned, then the date of birth)
- € Company ID, VAT ID
- Permanent residence address
- Address of registered office or place of business
- Billing address
- numbers of the submitted identification documents and their copies (all data that is not necessary for the provision of the service is blacked out on the copies of the documents)
- Identification details of the subscriber's designated representative or contact person
- Identification data of the bill payer
- Bank details
- Contract and handwritten signature (in paper or digital form including signature metadata)

With respect to contracts for the one-time sale of goods, the scope is limited to basic identification data. In the case of prepaid services, only data from the category of personal identification and address data that the O2 subscriber voluntarily provides is processed, and this data is not authorized in any way.

### **2 Contact details**

- Telephone contact
- E-mail contact
- Social media account names

### **3 Details of purchased goods, subscribed services, use of services and credit standing**

- Type and specifications, or tariff of the service provided, or goods purchased
- volume of services provided and their price
- customer segment
- information on credit standing
- information from the Solus debtors' register, the Insolvency Register, the Dstraint Register

### **4 Operating and location details**

This is data processed for the needs of message transmission through electronic communications networks, for its billing (for telephone calls, data transmissions, short text messages and other services provided by O2), and for the resolution of any disputes arising from the provision of the

service and the fulfillment of O2's legal obligations. In particular, this data comprises:

- Calling number
  - Called number
  - Data connection address (e.g. IP address or URL address)
  - Date and time of the connection
  - IMEI of the end device
  - Number of units provided
  - Connection duration
  - Number, name and location of the network endpoint
  - Type of internet access
- . **5 Other data generated in connection with the provision of services:** This is data generated in the course of providing services that are not electronic communications services.
- . **6 Information from the communications between O2 and the subscriber:** This data is generated during communication related to the provision of services and goods between O2 and the subscriber. These are records of personal communication with the subscriber in stores or other direct contact with the subscriber, written and electronic communication with the subscriber and records of telephone calls, chat and video chat communication between the subscriber and O2.
- . **7 Camera recordings from O2 branded stores and O2 premises:** O2 places cameras in O2 branded stores and O2 premises to protect O2's legitimate interests. The areas where the cameras are located are always marked with a warning
- . **8 Information from end devices (especially cookies)** O2 processes data from the end devices of visitors to the O2 website or applications necessary for the needs of transmitting a message via an electronic communications network or for the needs of providing an expressly requested information society service.
- . **9 Information processed on the basis of your consent** The processing of this data is not strictly necessary to fulfill a contract or legal obligations or to protect O2's legitimate interests, but processing it will allow O2 to improve services, focus on what subscribers really care about and, where applicable, inform subscribers about offers that are appropriate for them. This data is only processed if consent is granted and may be processed for the period of validity of this consent. This namely concerns:
- Data obtained from marketing surveys (processed for subscribers of O2 services on the basis of consent to the processing of personal data for marketing purposes)
  - Data on typical behavior when using services and operating and location data (processed for subscribers of O2 services on the basis of consent to the processing of personal data for marketing purposes)
  - Contact details if the data subject is a potential O2 subscriber (processed on the basis of consent to marketing outreach)

- Records of behavior on the websites of O2 companies or in O2 applications obtained from the end device if it is not processing that is necessary for the provision of an information society service actively requested by the user (processed on the basis of consent granted on the relevant website or in the application)
- Data obtained during registration on the website of Lines for the Deaf and Blind for the purpose of providing this service and personal data obtained in the course of providing the Lines for the Deaf and Blind service
- Identification document for digital identification of the data subject
- Video recording of the data subject's appearance processed in connection with the digital identification of the data subject in the MojeO2 application
- Data from end devices of visitors to O2 websites or applications (especially cookies) processed for analytical and marketing purposes

## **B. Purposes, Legal Reasons and Durations of Personal Data Processing**

The scope of the processed data depends on the purpose of the processing. For some purposes, it is possible to process data directly on the basis of a contract, legitimate interest of O2 or based on the law (without consent), while for others only based on consent.

### **1 Processing for reasons of fulfillment of a contract, fulfillment of legal obligations and due to the legitimate interests of O2**

The provision of personal data necessary for the performance of a contract, the fulfillment of O2's legal obligations and the protection of O2's legitimate interests is mandatory. Without providing personal data for these purposes, it would not be possible to provide services. We do not need consent to process personal data for these purposes, however, it is possible to opt out of the processing of personal data for the purposes of O2's legitimate interests. Processing for the purpose of fulfilling a contract and the fulfillment of legal obligations cannot be refused.

#### **This especially concerns the following component purposes:**

- Ensuring the operation and protection of electronic communications networks (contract fulfillment)
- Provision of electronic communications services, payment transactions, provision of other services (fulfillment of a contract)
- Billing for services (fulfillment of a contract)
- Fulfillment of legal tax obligations (fulfilment of legal obligations)
- Purposes established by special laws for the needs of criminal proceedings and to meet an obligation to cooperate with the Czech Police and other state authorities (fulfilment of legal obligations)

- exchange of data between network operators and providers of electronic communications services to ensure connection and access to the network, for mutual billing (fulfilment of a contract)
- Operation of camera and monitoring systems on the premises of O2 for the purpose of preventing damage (legitimate interest of O2)
- Sending of commercial communications and direct marketing (especially telemarketing, application notifications, targeting that does not require consent) of O2 products and services (legitimate interest of O2)
- Sending of O2 Customer Satisfaction questionnaires (legitimate interest of O2)
- Documenting confirmation of the will of the data subject and the validity of a legal undertaking in the event of a dispute (determination, exercise or defense of legal claims)
- Evaluation of the subscriber's behavior when using the services and credit standing for the purpose of preventing the occurrence of claims, which may influence O2's decision-making on the terms of concluding further contracts with the subscriber, in cases where the decision on whether or not to conclude another contract is not automated (legitimate interests of O2)
- Collection of receivables from the subscriber and other subscriber disputes (legitimate interests of O2)
- Recording and monitoring of calls on the customer service line (fulfilment of a contract)
- Processes associated with customer identification (contract fulfillment)
- Providing evidence required to defend the rights of O2, including business monitoring (legitimate interest of O2)
- Keeping records of debtors (legitimate interest of O2)
- Keeping records of misuse of the network and electronic communications services (legitimate interest of O2)
- Processing data from end devices when using O2 websites and applications for the purpose of transmitting a message via an electronic communications network or providing an explicitly requested information society service (on the basis of the law).

Personal data for these component purposes is processed to the extent necessary to fulfill these purposes and for a period needed to achieve them or for a period directly determined by legal regulations. Personal data is then deleted or anonymized. The basic periods for processing personal data are available below. For service subscribers that have fulfilled all their obligations towards O2, O2 is entitled to process in a subscriber database their basic personal, identification, contact details, service data and data from their communication with O2 for the purposes of its protection for a period of 4 years from the date of termination of the last contract with O2 and for the purpose of ensuring the sending of commercial communications and O2 direct marketing communications for a period of 2 years from the date of termination of the last contract with O2.

**In the case of the purchase of goods** from O2, O2 is entitled to process the customer's basic personal, identification and contact details, details regarding the goods and data from communication between the customer and O2 for a period of 4 years from the date of expiry of the warranty period for the goods.

**In the case of a negotiation between O2 and a potential subscriber** regarding the conclusion of a contract, which did not culminate in the conclusion of a contract, O2 is entitled to process the personal data provided for a period of 3 months from the negotiation in question.

Pursuant to § 35 of Act No. 235/2004 Coll., on Value Added Tax, **O2** archives the **invoices** it issues for 10 years from their issuance. Due to the need to document a legal reason for issuing invoices, subscriber contracts are also archived for a period of 10 years from the date of termination of the subscriber contract.

**Personal data required for the provision of special ZTP or ZTP/P discounts** pursuant to § 3 of Act No. 127/2005 Coll., on Electronic Communications are processed for a period of 5 years from the provision of the relevant discount, or until the time when it is no longer possible to legally challenge the amount of the state tax contribution to these discounts if this period is longer.

**For debtors**, O2 retains personal data related to the debt for a period of 4 years after the debtor is deleted from the Register of the SOLUS association, due to a legitimate interest in defending claims related to the transfer of the debtor to the Register of the SOLUS association.

**Camera recordings from branded stores and from O2 company premises** and around O2 company buildings are processed for a maximum period of 90 days from the day the camera recording was taken.

**Pursuant to § 90 (3)(4) of Act No. 127/2005 Coll.**, on Electronic Communications, O2 is obliged to keep the operating data of the service until the end of the period during which the billing of the price or the provision of the electronic communications service can be legally challenged by a complaint. To this end, O2 processes operating data of the service for a period of 3 to 6 months from its provision, in accordance with § 64 (8) to (10) and § 129 (3) of Act No. 127/2005 Coll., on Electronic Communications, or possibly longer. O2 is also entitled to process the operating data of the service until the settlement of a dispute concerning an objection to the handling of a claim or until the time during which the claim can be legally enforced.

**Pursuant to § 97(3) of Act No. 127/2005 Coll.**, on Electronic Communications, O2 is obliged for a period of 6 months to provide operational and location data that is created or processed in the course of providing its public communication networks and when providing its publicly available electronic communications services, and upon request is obliged to provide this data without delay to law enforcement authorities, the Police of the Czech Republic, for the purposes of a search launched for a specific wanted or missing person, establishing the identity of a person of unknown identity or the identity of a found corpse, preventing or detecting specific threats in the area of terrorism or screening protected persons, to the Security Information Service for the purposes, and in the event of fulfillment of, conditions set out in a special legal regulation, to Military Intelligence for the purposes of, and in the event of fulfillment of, conditions set out in a special legal regulation and to the Czech National Bank for the purposes of, and in the event of fulfillment of, conditions set out in a special legal regulation. Deadlines for processing data from end devices (especially cookies) are listed in the Information about cookies link in the cookies bar or under the Cookies overview button at <https://www.o2.cz/osobni/cookies>.

## **2 Processing data of O2 service subscribers with consent for commercial purposes**

For service subscribers, O2 processes personal data for commercial purposes, with the subscriber's consent. As of May 25, 2018, O2 acquires a new consent to the processing of personal data for commercial purposes, which, if it was granted prior to May 24, 2018, is effective from 25/05/2018.

For commercial purposes, based on consent, all categories of data listed in section A of this document (with the exception of signatures and copies of identification documents) may be processed for the period during which O2 is authorized to keep records of such data in order to provide services, fulfill legal obligations and protect its legitimate interests, but no longer than until consent is revoked.

With the consent to the processing of personal data for commercial purposes, O2 processes the subscriber's personal data both for the purposes of relevant targeting of advertising of O2 products and services or of third parties to specific subscribers (when processed beyond the scope of direct marketing) and also for the actual dissemination of advertising of products and services of third parties by addressing the subscriber. The contact itself is then made by telephone, in writing (including attachments to the billing), through all means of internet advertising or electronically, in the form of marketing communications, using contact details and service numbers. O2 sends commercial messages advertising products and services of third parties on behalf of O2 as the sole sender of advertising messages and does not transfer any personal data to third parties who order advertising space from the position of advertisers. A current list of third parties on whose behalf O2 distributes offers (advertisers) is available [here](#).

For the purposes of relevant targeting of advertising offers and further for the purposes of establishing a commercial strategy, O2 also creates and stores data on subscribers who consent to the processing of personal data for commercial purposes, regarding their typical behavior when using O2 services and products, and creates and stores anonymized behavioral analysis. Granting consent to the processing of personal data for commercial purposes is voluntary and the subscriber can withdraw it at any time. This consent remains valid for the duration of the use of O2 products and services and for the 4 years following thereafter or until revoked by the subscriber. If the subscriber withdraws their consent for commercial purposes, this does not affect the processing of their personal data by O2 for other purposes and on the basis of other legal titles, in accordance with this Policy.

If a services subscriber allows the use of this service to users other than the subscriber, the subscriber, as part of granting consent to the processing of personal data for commercial purposes, thereby confirms that the subscriber is authorized to grant consent regarding data relating to users of the service.

### **3 Processing the data of data subjects that have granted consent to marketing communications via electronic contact**

With the consent of potential subscribers, who have not yet concluded a contract with O2 for the provision of services or purchase of products, and who have given their consent to electronic marketing communication (potential subscribers), O2 processes the contacts provided by potential subscribers for sending marketing communications with offers of O2 services and products. O2 is authorized to contact potential subscribers through these contacts to offer commercial services and products, for the duration specified in the consent.

### **4 Processing data from end devices when visiting O2 websites and applications for analytical and marketing purposes**

O2 is authorized to process data from the end devices of visitors to O2 websites and applications for analytical and marketing purposes, on the basis of consent from the data subjects.

### **5 Processing the data of data subjects for the purposes of providing services on the Line for the Deaf and Blind**

With the subscriber's consent, O2 processes personal data for the purpose of providing services of the

Line for the Deaf and Blind to subscribers using O2 services. For data subjects who have given consent for the processing of personal data for providing services of the Line for the Deaf and Blind, processing occurs during the registration for this service. Without giving this consent, the services of the Line for the Deaf and Blind cannot be provided.

#### **6 Automated processing of a data subject's identification document to verify its authenticity in the scope of digital identification**

If the data subject agrees to the automated processing of their identification document, such processing takes place for the purpose of extracting data from the document and assessing the authenticity of the identification document. Without granting consent to such processing, it will not occur. After verifying the authenticity of the identification document, any data that is not required for the fulfillment of the contract will be erased.

#### **7 Processing of a video recording of the data subject's appearance for automated assessment of the correspondence of the appearance of the subject presenting the identification document with the photo on the identification document**

If the data subject grants consent to the procurement of a video recording of his or her likeness and to the automated assessment of the correspondence of the likeness to the photo on the identification document presented by the data subject in connection with digital identification, this processing takes place for the purposes of assessing the animation of the data subject presenting the identification document and for the purposes of verification, that the identification document is presented by the same data subject as the data subject on the submitted identification document. After the assessment of the correspondence of the image with the photo is carried out, the video recording is erased.

### **C. Transfer of Personal Data to Other Administrators**

Pursuant to § 20z and § 20za of Act No. 634/1992 Coll., on Consumer Protection to protect the rights and legally protected interests of sellers and consumers, O2 is authorized to transfer identification data and data indicating the creditworthiness, credit standing, and trustworthiness of the data subject to registers that serve to inform sellers with respect to the ability and willingness of consumers to fulfill their obligations, without the consent of the data subject. This transfer also applies to relationships arising in the course of business or other independent gainful activities of the data subject. O2 participates in the Register of Physical Persons and the Register of Self-Employed Individuals (ID) of the SOLUS association ("Registers") and provides information about debtors to it. The Registers contain a database of data subjects who have breached their contractual obligation to pay for a service provided, and O2 is authorized to view them to verify and evaluate the creditworthiness of the data subject, even without the consent of the data subject, both when the contractual relationship is established and, if necessary, at any time during the contract period. More detailed information is contained in the document "POUČENÍ o registrech Sdružení SOLUS", which is available at: [www.o2.cz](http://www.o2.cz) and at: [www.solus.cz](http://www.solus.cz).

As part of the fulfillment of its legal obligations, O2 transfers personal data to administrative bodies, offices and organizational units of the state as required by applicable legislation.



Within the scope of other activities, such as network interconnection, access to the networks of other operators, mutual billing, sale of receivables, issuing telephone directories or performing payment transactions, O2 transfers personal data to recipients as independent personal data controllers. A list of these administrators is available [here](#).

## **D. Processors of Personal Data**

O2 utilizes specialized and professional services from other entities in fulfilling its obligations and commitments from contracts. If these suppliers process personal data provided by O2, they are considered processors of personal data and process personal data only within the instructions given by O2, and cannot use it otherwise. This mainly includes debt collection on behalf of O2, work of experts, lawyers, auditors, IT system management, provision of analytical and marketing tools for processing data from end devices, or sales representation. O2 carefully selects each supplier and enters into a personal data processing agreement with them, in which the processor is bound by strict obligations to protect and secure personal data. Processors are companies located both in the territory of the Czech Republic, as well as in the EU member states or so-called safe states. Any transfer and processing of personal data in countries outside the EU always takes place in accordance with applicable legislation.

## **E. Method of processing personal data**

O2 processes personal data both manually and automatically. O2 keeps records of all activities, both manual and automated, during which personal data is processed.

## **F. Marketing Communications**

For commercial communications from O2 or third parties, O2 uses the abbreviation “OS” or another suitable designation that makes it clear that the communication is a commercial communication within the meaning of applicable legal regulations. It is always clear from the commercial communications sent by O2 that they are sent on behalf of O2, and how to prevent further mailings.

## **G. Telephone Directory**

At the subscriber's request, O2 will publish their contact information in their own information service (if provided) or in the information service or printed phone directory of other providers, if these providers request the transfer of contact information. The request can be made when signing the subscriber agreement or later at an O2 brand store or in the MojeO2 online self-service portal. Correction of the printed phone directory can only be made at its next edition. It is possible to request that the subscriber's contact information in the printed phone directory indicate that the subscriber wishes to be contacted with marketing offers.

## **H. Information on Data Subjects' Rights in Connection with the Processing of Personal Data**

The data subject has the rights listed below, provided the data subject is an identifiable natural person for O2 and there is no doubt regarding the subject's identity. Due to the need to verify the identity of the data subject and the legitimacy of the request, these rights should be exercised in a manner that is intended for the exercise of a specific right and not with the personal data protection officer. The aforementioned rights can only be exercised in relation to personal data which clearly belong to the applicant

### **1 Right to Access Personal Data**

Pursuant to Article 15 of the GDPR, the data subject has the right to access personal data, which includes the following rights:

- Obtain confirmation whether personal data is being processed.
- Obtain information about the purposes of the processing, categories of personal data concerned, recipients to whom the personal data have been or will be disclosed, the envisaged period of processing, the existence of the right to request rectification or erasure of personal data from the controller concerning the data subject or restriction of processing or to object to such processing, the right to lodge a complaint with a supervisory authority, all available information about the source of the personal data, if not obtained from the data subject, the fact that there is automated decision-making, including profiling, the appropriate safeguards when transferring data outside the EU.
- Obtain a copy of personal data, provided that the rights and freedoms of others are not adversely affected. In case of a repeated request, O2 may charge a reasonable fee for providing a copy of personal data.

For subscribers of O2 flat-rate services, the most appropriate way is to submit a request by sending an e-mail to [poverenec@o2.cz](mailto:poverenec@o2.cz) from the contact e-mail registered in the MojeO2 online self-service portal, or at an O2 branded store.

In the event that the exercise of the right to a copy of personal data could adversely affect the rights and freedoms of third parties in relation to certain categories of personal data (e.g. when it is not clear that the operation and location data belong to the applicant and the copy, especially for subscribers of flat-rate services with multiple mobile numbers or for subscribers to flat-rate services that can be used by different users), requests in the scope of these categories of data cannot be granted, pursuant to the opinion of the Office for Personal Data Protection No. 6/2013, unless the data subject reliably proves that during the period for which the operating and location data is requested, the data subject was the exclusive user of the telephone number to which the operating and location data relate. O2 also does not provide documents, such as contracts or invoices, that the subscriber has already demonstrably received from O2 as part of requests for a copy of data.

Subscribers to pre-paid services cannot, in view of the above, exercise the right to

a copy of personal data. All personal data that O2 can provide them with within the scope of the right to access data, while taking into consideration the potential endangerment of the rights of third parties, are available in the online self-service portal.

## **2 Right to correction of inaccurate data**

Pursuant to Article 16 of the GDPR, the data subject has the right to rectify inaccurate personal data that O2 will process about them. The subscriber also has an obligation to notify O2 of any changes to their personal data and provide evidence that such a change has occurred. The subscriber is also required to cooperate with O2 if it is found that the personal data processed by O2 about them is inaccurate. O2 will make the correction without undue delay, taking into account the technical possibilities available. The most appropriate way to request the rectification of personal data is at an O2 brand store. It is also possible to make the request via email to [poverenec@o2.cz](mailto:poverenec@o2.cz).

## **3 Right to deletion**

Pursuant to Article 17 of the GDPR, the data subject has the right to deletion of personal data concerning the data subject, unless O2 demonstrates legitimate reasons for the processing of this personal data. O2 has mechanisms in place to ensure automated anonymization or deletion of personal data if the data is no longer needed for the purpose for which it was processed. If, despite this, the data subject still believes that his or her personal data has not been deleted, the most appropriate way to apply for a deletion is to submit a request via email to [poverenec@o2.cz](mailto:poverenec@o2.cz).

## **4 Right to limit processing**

Pursuant to Article 18 of the GDPR, the data subject has the right to restrict data processing if he or she disputes the accuracy or reasons for the processing of personal data, until his or her suggestion is resolved, or, if the data subject submits an objection to the processing of the data by sending a written request to O2's registered headquarters.

## **5 Right to notice of correction, deletion or restriction of processing**

Pursuant to Article 19 of the GDPR, the data subject has the right to be notified by O2 in the event of a correction, deletion or restriction of the processing of personal data. If personal data is corrected or deleted, O2 will notify individual recipients unless this proves impossible or requires a disproportionate effort. Based on the data subject's request, O2 may provide information about these recipients.

## **6 Right to portability of personal data**

Pursuant to Article 20 of the GDPR, the data subject has the right to request from O2 the

personal data concerning the data subject and which he or she has provided to O2 in connection with a contract or on the basis of consent and which is processed automatically, in a structured, commonly-used and machine-readable format, and further, the right to request the handover of this data to another controller, if an individual acting on behalf of this controller is properly identified and it will be possible to authorize this individual. If the exercise of this right could adversely affect the rights and freedoms of third parties, the request cannot be granted. The most appropriate way to make a request is via e-mail to [poverenec@o2.cz](mailto:poverenec@o2.cz).

## **7 Right to object to processing of personal data**

Pursuant to Article 21 of the GDPR, the data subject has the right to object to the processing of his or her personal data based on the legitimate interests of O2. In the event that O2 does not demonstrate that there is a serious legitimate reason for the processing that outweighs the interests or rights and freedoms of the data subject, O2 will terminate the processing based on the objection without undue delay. The most appropriate way to submit an objection is to send it to the headquarters of O2, or via e-mail to: [poverenec@o2.cz](mailto:poverenec@o2.cz).

## **8 The right to withdraw consent to the processing of personal data**

- a) Consent to the processing of personal data for commercial purposes can be withdrawn at any time. The withdrawal must be made by the subscriber, or the primary administrator or the subscriber's administrator by an explicit, understandable and definite expression of will, either by phone on the customer line, at an O2 branded store (not valid for subscribers of prepaid services), in the MojeO2 internet self-service in the "Settings" section or in the MojeO2 application (not valid for subscribers of prepaid services).
- b) Consent to marketing communications granted by a potential subscriber to a specific electronic contact can be withdrawn at any time on the customer line or in the manner specified in the sent commercial communication.
- c) Consent to the processing of personal data for the purpose of registration for and provision of services on the Line for the deaf and blind can be withdrawn at any time after its effectiveness. The withdrawal must be made through an explicit, understandable and a definite manifestation of will, either by phone at 800 142 142 or by e-mail at [neslysici@o2.cz](mailto:neslysici@o2.cz).
- d) The processing of data for the purposes of application notifications can be disabled in the device settings.
- e) The data subject does not have to agree to the automated processing of the identification document for the purposes of extracting the data on the document and assessing the authenticity of the identification document, and in such a case can visit an O2 branded store where manual identification is possible without automated processing.

- f) The data subject does not have to agree to the procurement of a video recording of their likeness and the automated evaluation of their animation and the comparison of their likeness with the photo on the identification document presented by them, and in that case, they can visit an O2 branded store where this automated processing does not take place.
- g) Consent to the processing of data from the end device (especially cookies) for marketing and analytical purposes can be refused under the Settings cookies button at <https://www.o2.cz/osobni/cookies> or via the footer link of O2 operated websites.

## 9 **Opting out of sending of commercial communications and direct marketing for O2 products and services**

An O2 subscriber may opt out at any time from the sending of commercial messages and direct marketing of O2 products and services based on O2's legitimate interest. The method of opting out of the sending of commercial messages and direct marketing of O2 products and services varies depending on the type of service used. If a subscriber uses the customer line for this purpose, they must always clearly state the service associated with their request for opting out. A flat-rate services subscriber, or the primary administrator or subscriber's administrator of flat-rate services, can execute the opting out through an explicit, understandable, and definite expression of will, either by phone on the customer line, at an O2 branded store, online in the MojeO2 self-service portal in the "Settings" section or in the MojeO2 application.

A subscriber to prepaid electronic communication services can execute the opting out through an explicit, understandable, and definite expression of will, either by phone on the customer line, at an O2 branded store, or in the MojeO2 online self-service portal in the "Settings" section.

A subscriber to the prepaid O2TV digital television service may opt out through an explicit, understandable, and definite expression of will by telephone on the customer line.

A subscriber who has ordered a prepaid SIM card through the website and provided electronic contact information as part of the order can opt out for these contacts by explicitly, clearly, and definitively expressing their will on the customer line.

If a subscriber changes their mind, they can give consent via the above-mentioned channels for receiving commercial communications and direct marketing of O2 products and services after rejecting them. The text of the consent for receiving commercial communications and direct marketing of O2 products and services is available at: <https://www.o2.cz/servis/souhlas/gdpr-marketing-souhlas-o2p-1>.

## 10 **Rejecting the sending of O2 Satisfaction questionnaires**

An O2 subscriber may reject the sending of O2 Satisfaction surveys based on the legitimate interest of O2 at any time at: <https://spokojenost.o2.cz/odhlaseni-z-pruzkumu>.

## 11 **Sending of application notifications**

The sending of application notifications for O2 applications can be cancelled in the settings of the end device in which they are installed.

12     **Automated individual decision-making, including profiling**

The data subject has the right not to be the subject of any decision based solely on automated processing, including profiling, which would have legal effects for the subject or significantly affect the subject in a similar way. O2 states that it does not make automated decisions without the influence of human judgment with legal effects for data subjects.

13     **Right to turn to the Czech Data Protection Authority**

The data subject has the right to turn to the Czech Data Protection Authority ([www.uoou.cz](http://www.uoou.cz)).

## **Personal data protection officer**

### **Contact for the Data Protection Officer:**

O2 Czech Republic a.s., personal data protection officer, Za Brumlovkou 266/2, 140 22 Prague 4 – Michle, [poverenec@o2.cz](mailto:poverenec@o2.cz) Please note that in connection with exercising the rights of data subjects pursuant to Articles 15 to 22 of the GDPR, it is always necessary to verify the identity of the data subject and the legitimacy of the subject's request, and therefore it is advisable to always follow the method specified in this Policy for the specific right to exercise it, and not to send these specific requests to the contacts of the data protection officer.