

Dear customer, the purpose of this document is to provide you complete and detailed information regarding the selected service and your rights and obligations resulting from its use. You can also read here about the telecommunications service provider O2 and its obligations towards users and consumers.

This document consists of 2 parts, namely:

- 1. Summary of the contract for the DATAMANIE NEO in the SMALLGO.0YN59EN edition**
- 2. Pre-contractual information**

You can download and save these documents (Contract Summary and Pre-Contract Information), which guarantees that you will have them permanently available in the future.

Contract Summary

Date of creation: 29. February 2024

- This contract summary sets out the main elements of this service offer as required by the EU legislation¹
- It helps to compare different service offers.
- Full information about the service is contained in other documents.

Service

MOBILE CALL AND SMS SERVICE: Unlimited calls within Czech Republic and roaming in EU zone. SMS is charged for each SMS sent.

MOBILE INTERNET CONNECTION SERVICE: Data connection in the Czech Republic and roaming in the EU zone with a download and upload speed limit of 20 Mb/s.

(The data volume limit in roaming in the EU zone according to EU Regulation No. 2022/612 is 55 GB. O2 is entitled if the subscriber exceeds the limit set by Regulation (EU) 2016/2286 when using data in the EU zone within a specific volume unit ("Regulation"), to charge for data consumed when roaming in the EU zone beyond this limit a surcharge to the price for the relevant volume unit in the maximum amount permissible according to the Regulation. The current amount of the surcharge according to the Regulation is listed in the Price List of Prepaid Services.)

USING SERVICES ABROAD: Services are billed according to the roaming tariff.

Internet Access Service Speed and Remedies

Depending on the current connection technology, the estimated maximum and advertised download/upload speed in Mbps for 2G-EDGE: 0.2/0.1, 3G-ESPA+: 42/5.76, 4G-LTE: 150/55 and 4G-LTE Advanced: 300/55 and 5G: 800/100.

However, Datamania Neo tariff has a download and upload speed limit of 20 Mb/s.

A large persistent deviation (a drop below 25% of the advertised speed for a continuous period of more than 40 minutes) or a large repeated deviation (a drop below 25% of the advertised speed at least five times in 60 minutes for a continuous period of at least 2 minutes) may result in a slowdown or even disrupting the internet data access. This will manifest itself in the deterioration of the quality of streaming video in high definition, a longer response time, later updates or longer time for downloading or sending data by means of applications and services, and, in the worst case, even in their non-functionality.

An occurrence of the large deviation must be reported as a malfunction on the line 800 184 084, and a complaint about the service provided must be filed within 2 months of its occurrence. If the service could only be used partially or not at all due to its defect, the O2 will reduce the price commensurate with the extent of the defect or, after agreement with the customer, remove the defect or provide an alternative service, if this is technically possible. If the defect is irreparable, both the customer and O2 have the right to withdraw from the contract by delivering the withdrawal to the other party within thirty days from the delivery of the claim settlement to the customer.

Price

The package contains a SIM card with DATAMANIE NEO tariff. The tariff is activated with the first payment for the tariff. The prices of used services are charged from the prepaid credit.

DATAMANIE NEO tariff offers unlimited calls in the Czech Republic and in roaming in EU zone and unlimited data volume in Czech Republic (the data volume limit in roaming in EU zone according to EU Regulation No. 2022/612 is 55 GB) with a speed limit for downloading and sending data of 20 Mb/s valid for 30 days from the day of activation.

¹Provisions of Article 102(3) of Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing a European code for electronic communications (OJ L 321, 17.12.2018, p. 36).

The monthly flat-rate tariff is CZK 699. The price of SMS in Czech Republic and in roaming in EU zone is CZK 1.50.

Tariff is valid for 30 days from its activation or renewal. After 30 days, the tariff will be automatically renewed and the monthly flat rate tariff will be deducted from the credit. In the event that the tariff is not renewed due to insufficient credit, the tariff is automatically renewed after a sufficient amount of credit has been recharged to cover its flat rate.

Optional services according to the current price list of prepaid services (e.g. MMS, calls and SMS to foreign numbers or coloured lines, purchase of products or payments for third-party products, including premium SMS and calls to premium lines).

Duration, renewal and termination

The rights from the SIM card package or top-up coupon last until the expiration of the specified period of validity or until fulfilled. The contract is concluded with the first SIM login to the network for the next 12 months. By topping up the credit, the contract shall be extended by 12 months from the top up. If more than 12 months have passed since the conclusion of the contract or the last top-up of credit, the contract shall be amended to an indefinite period and O2 shall have the right to terminate it, if the customer has no credit for a continuous period of more than 5 days. The contract ends with the expiry of the notice period of 2 weeks from the delivery of the notice by SMS.

The contract shall also end by porting the phone number from O2 or a written notice delivered to O2 with the simultaneous return of the SIM card or the indication of the phone number and serial number of the SIM card (ICCID). To port a phone number, the customer shall hand over a valid number identifier to the receiving provider while agreeing the date of the phone number transfer. The customer's verification code (CVC), communicated to the customer in SMS upon conclusion of the contract serves as an identifier. The transfer of the number will take place at the beginning of the 3rd working day after O2 receives the porting request from the receiving provider, or a later working day notified by the receiving provider to O2. For technical reasons, the number cannot be transferred within 1 month from the cancellation of the service or if its provision is interrupted.

The customer/consumer can ask O2 for a refund of the balance of the paid credit within 30 days after porting the phone number. The customer/consumer has the same right if, within 14 days, he/she withdraws from the contract for the provision of services (from the order of a tariff, package or other product, incl. packaging of a SIM card or top-up coupon) concluded remotely with O2, regarding the unused balance of their paid prices, if the right to withdraw is not extinguished by earlier fulfilment. The same applies to the customer's withdrawal from the electronic communications service arranged at a distance by a natural person doing business. In other cases, the remaining unused credit is forfeited without compensation upon expiry of its validity period, at the latest upon termination of the contract.

Features for end users with disabilities

- O2 Line for the deaf and blind: a registered user contacts O2 using one of the communication channels 800 142 142 (hearing towards deaf), 800 147 147 (fax), 722 147 147 (SMS), neslysici@o2.cz, ICQ 593 439 364, Skype O2hovorproneslysici, O2 chat www.nadaceo2.cz/linka. The operator handles the user's requests over the phone. The service is provided free of charge within the Czech Republic. More information can be found at www.o2linkaproneslysici.cz.
- Discounted services for the disabled: O2 offers services with a state subsidy of CZK 200 per month for persons with a disability defined by law. This amount can be used for calls, SMS, MMS and data within 30 days of being added to the credit, then it expires. More information on the scope and conditions of granting the contribution can be found at <https://www.o2.cz/osobni/socialni-prispevky>.

Information before concluding a contract for the provision of electronic communications services according to § 63 paragraph 1 of Act No. 127/2005 Coll., on electronic communications as amended

1. Provider	O2 Czech Republic as, IČO 60193336, with registered office at Za Brumlovkou 266/2, Prague 4 – Michle, postal code 140 22 ("O2") Customer line: 800 020 202 Email: smlouvy_produkty@o2.cz Website: www.o2.cz
2. Product and its main features	O2 provides electronic communications services (calls to telephone numbers in a fixed or mobile network, Internet connection in a mobile or fixed location and digital television) and products related to them (terminal devices, media services - packages of broadcasts or programs on demand, ICT services and more). A description of the products making up the current O2 offer to the customer is contained in the related summary of the contract provided with this document ("Summary") - see the "service" chapter. The summary forms an integral part of this document. If you purchase a coupon from O2 or from an O2 contractual partner, it will allow you to exercise the right to electronic communications services and related products from O2 once during the period of validity using the described procedure: (i) the right from the SIM card package (edition) is exercised by activating it and consists in concluding a contract for a telephone number and obtaining the possibility to use the tariff set on it, or bonus credit or free units.;(ii) the right from the top-up coupon is exercised by confirming the top-up request with the coupon code towards O2 and consists in the top-up of the phone number credit from O2 with the amount on the coupon. The rights to the services resulting from the coupon are fully satisfied and the coupon is consumed at the moment of its application or at the end of the validity period.
2.1. Service quality parameters	<u>MOBILE CALLS AND SMS SERVICE</u> – No minimum level of service quality is offered. Restriction of access to emergency services and caller's location information In the case of using Wi-Fi calling (VoWifi), it is neither possible to access emergency services (emergency calls) or information about the caller's location. <u>MOBILE INTERNET CONNECTION SERVICE</u> – See the Summary, especially the "Internet Access Service Speed and Remedies" chapter. The difference between the specified and actually achieved quality of service parameters (e.g. estimated maximum and currently achieved speed) can be caused by external limiting factors, such as the technology used and the level of signal coverage, the device used to connect and its location, transmitter power, frequency band, signal propagation path and its obstacles, capacity sharing by multiple users or, in the case of roaming, the measures of a foreign network operator. The impact of the determined quality parameters of the Internet connection service on the possibilities of its use Services with a data limit are not intended for playing videos or streaming in HD quality or higher, downloading or backing up large volumes of data, updating

software in the background, continuous monitoring or using other data-intensive services.

Speed of service		It is usually used for these kinds of content, applications and services
Downloading	Uploading	
up to 1Mb/s	up to 256 kb /s	e-mail, chat, browsing messages, and smaller websites, secured communication protocol SSH
1-2 Mbps	256 - 512 kb /s	web browsing, voice transmission (VoIP, audio chat), music streaming, social networks (Facebook, Twitter), games with simple graphics
2-4 Mbps	512 kbps – 1 Mb /s	SD video calls, transmission from security cameras, IPTV or video streaming in SD quality (YouTube, Netflix), transfer of small and medium-sized files
4 - 10 Mb/s	512 kbps – 1 Mb /s	HD video streaming and IPTV in HD quality, VPN, remote access to the desktop and participation in video conferences (remote work)
10-20 Mbps	1-2 Mbps	games in high resolution and in real time, software distribution, noticeably higher user comfort when using the Internet for the above purposes
20-50 Mbps	2 – 5 Mbps	ULTRA HD video streaming and IPTV in ultra HD quality, transfer of large files, real-time backup, cloud solutions, transmission from security cameras in HD quality, web server for smaller sites, high user comfort without delays even when using multiple devices (up to twenty)
above 50 Mb/s	above 5 Mb/s	highly interactive applications and communications (multi-user video conferencing, real-time data collection, multicast video streaming, web server), intended for large households and corporations

Impacts of the current provision of specialized services

O2 provides two specialized services using an internet connection and optimized for specific content: the digital television service O2 TV and the IP telephony service (transmission of voice over the IP protocol).

Concurrent use of specialized services has the following impact on the Internet access service:

1. If a data limit is agreed for a specific Internet connection service, the specialized service does not use this limit;
2. The actual Internet access speed, to which the devices using the special service are currently connected, may be reduced by the data flow to each device.

	Impacts of network traffic management measures O2 controls the operation of the networks only to the extent necessary for the fulfilment of legal obligations and also for the purpose of maintaining the integrity and security of the network or preventing its overloading or misuse. For this purpose, O2 shall be entitled to monitor aggregated data flows on network nodes and the network load, and to apply transparent, non-discriminatory and reasonable traffic control measures. For the above-mentioned purposes, O2 may, to the extent necessary, use measures to prioritize data transmissions of a certain category, increase the delay or loss rate of data packets, limit connection speed or block, limit or interrupt access to the service. For customers, this may cause a limitation in the availability of access to the service or a reduction in its quality (in particular, a lengthening of the response time or a reduction in the speed of downloading and sending data). Large deviations from the advertised speed and their impact A service defect is a change in service performance consisting in a drop in the download or upload speed below 25% of the advertised speed, for a continuous period longer than 40 minutes (large persistent deviation) or at least five times during 60 minutes, each time for a continuous period of at least 2 minutes (large repetitive deviation). The measurement between the terminal telecommunications device and the access point to the Internet on the transport layer of the TCP/IP model is decisive for determining the performance of the service and its defects. Large deviations from the advertised download or upload speed can result in slowing down and, in extreme cases, even stopping the Internet access. This will manifest itself in the deterioration of the quality of streaming video in high definition, a longer response time, later updates or longer loading or sending of data by applications and services, at worst case even in their non-functionality.
3. Price	The price of the services within the current offer can be found in the corresponding chapter of the Summary, including the policy of reasonable use of the mobile Internet. Purchased free units (e.g. data volume, if it is included in the agreed tariff or package) are not transferred, but expire without compensation upon expiry of their validity period. In countries outside the EU, the technological measure Smart Data Protection is applied: it protects customers free of charge against unexpected billing of data consumption in countries outside the EU: when the SIM card is registered in a foreign network, the data connection is blocked unless the customer deactivates this measure or orders the offered data package. The setting of measures (active or inactive) can be changed via SMS or in the self-service portal My O2. Changing the SIM card's network registration in another country will not change the current settings. After-sales service, maintenance and assistance Charges are based on O2's current price list for prepaid services. We provide data according to the price list valid on the date of creation of this document, including VAT: – Activation of the service CZK 99.00 (Including each repeated activation, e.g. after changing SIM or eSIM; in the case of eSIM, it also includes the first three profile downloads in the same calendar month.)

	– Repeated download of eSIM CZK 49.00 (For the 4th and every other eSIM profile download in the same calendar month.) – Topping up credit on a customer line using an operator CZK 20.00 – Unlocking the SIM card for topping up..... CZK 20.00 – O2 care at the store CZK 299.00 (Activating the device, setting it up, installing one application or email account, copying contacts or pasting the glass; always to one device in the O2 offer.) – Identification of malicious calls according to the lawCZK 250.00 (Price for every five phone numbers initiated.) – SMS to fixed network CZK 5.00 Surcharges for mobile services – If the customer abuses the service or benefits provided by O2 in connection with its use (in particular, he/she violates the prohibition to transfer O2 services to another for consideration or to incorporate them into other technical solutions or services, the prohibition to share benefits and O2 services to obtain financial benefit, the prohibition of artificial or automatic generation traffic in the network or a ban on using services to an extent that clearly exceeds the standard behaviour of one person), O2 shall be entitled to charge for services that have been misused in this way at a rate of CZK 6.50 incl. VAT for 1 minute of call within the Czech Republic and roaming in the Eurozone, CZK 2.00 incl. VAT for 1 SMS sent within the Czech Republic and in roaming in the Eurozone and CZK 1.21 incl. VAT for 1 MB of downloaded or sent data in the Czech Republic and the Eurozone. Transparency of consumption and billing An overview of used services and tax documents for used prepaid services are available after logging into your account in the My O2 mobile application or on the self-service portal MojeO2.cz. Billing is not issued for prepaid cards. If a consumption limit is set in the tariff or the service is billed by units, you will also find the current consumption level on the MojeO2.cz web portal, and at the same time, we will notify you by SMS when reaching 80% and 100% of the current data volume. Current information on all applied rates and prices for agreed services incl. operation and maintenance fees can be found in the O2 price list for prepaid services at www.o2.cz.
4. Payment	The price of the used service is paid by reducing the prepaid credit. If the current amount of credit is not sufficient to pay for the service used and the customer does not top up the credit to the required value without unnecessary delay, O2 shall have the right to direct payment of the price for the services provided. If the credit is not used up, it will expire without compensation at the end of its validity period. For credit obtained by top-up, it is 6 months from the top-up with an amount below CZK 500 or 12 months from the top-up with an amount higher, and it is extended by the same number of months from the new top-up during the validity period of the credit. For another type of credit (generated by SIM activation or from a marketing campaign), it is valid for 1 month from its activation and shall not be extended. A credit obtained other than by top-up (i.e. generated by SIM activation or from a marketing campaign) can be used exclusively to pay the price for calls, SMS and data and is drawn on a priority basis.

	The credit can only be recharged in values and methods determined by O2 and is governed by the value of distributed recharge coupons, or other recharge methods published by O2 on the www.o2.cz website. Unless otherwise agreed, O2 shall be entitled to interrupt the provision of services if the customer does not have credit. In the case of simultaneous ordering of SIM card packaging with prepaid credit or ordering of a device (other goods), its price is due, in accordance with the issued accounting document, already upon ordering, but at the latest upon its delivery, unless otherwise agreed in a specific case. Timely payment is a condition for handing over the consignment upon delivery.
5. Delivery	If the customer does not pick up the SIM card or the ordered device (other goods) at the O2 store, it will be delivered by post, or in another way according to the current O2 offer. The delivery address will be negotiated when ordering within the territory of the Czech Republic. Delivery will take place no later than on the third working day after receiving the order, unless the customer receives other information immediately. O2 may deliver the SIM card or device (other goods) later if it is not in stock; in that case, it shall inform the customer in the manner specified in the order. O2 shall not be obliged to make more than one delivery attempt. However, if for the reasons on the part of the customer it is necessary to proceed repeatedly or in a different way than specified in the order, the customer shall be obliged to pay O2 the costs associated with a repeated delivery and the costs associated with another method of delivery. The eSIM is delivered by O2, providing the customer with a link to download its electronic profile. If the ordered package of a SIM card with prepaid credit or device (other goods) was paid for before the delivery, O2 may condition its delivery by proving the recipient's identity (a) with a valid identity document and, if it is different from the customer, also with a power of attorney granted for this purpose with an officially verified signature of the customer, or (b) by using a code (PIN), if the customer received it immediately after payment to the e-mail address or telephone number specified by the customer when ordering. Any person who presents a PIN will be treated by O2 as a customer in the relevant order with all consequences without O2 being obliged to require further verification of their identity; however, O2 may, at its discretion, require such verification and make the transfer conditional upon it. The customer shall be obliged to protect the PIN and not to disclose it to any persons unless wanting to authorize them to take over. The performance of a contract for the provision of services concluded with a consumer at a distance or off-premises can only be started within 14 days of its conclusion at the explicit request of the customer. The same applies to electronic communications services arranged at a distance by a natural person doing business in accordance with the Electronic Communications Act. Making the ordered tariffs, packages or other products available immediately after ordering is, however, a standard that customers expect for prepaid services. Therefore, by concluding a contract for the provision of O2 services (by ordering a package of a SIM card or a top-up coupon, activating a SIM card or completing an order for a specific tariff, package or other product on an activated SIM card), the customer expressly requests to launch the performance of the obligation to provide the agreed services within the period for withdrawing from the contract. As soon as the performance has been provided (i.e. the obligation to provide services within the package of a SIM card or top-up coupon or an agreed tariff, package or other

	product has been fulfilled), the customer's right to withdraw from the contract for such performance ceases.
6. Security incidents and threats	The customer shall be obliged to: – to protect the device and the SIM card used to receive services from O2, in particular to use the secure access using set personalized security features (e.g. locking the device, using the PIN for the SIM card) and to protect these features from disclosure and misuse. – in case of theft, loss, unauthorized use or misuse of the O2 service, device or SIM card, through which the O2 service is used, report this fact to O2 on the customer line 800 020 202 or in writing. Unless the customer meets any of these obligations (e.g. fails to report the loss of security elements), he/she shall be liable for damages caused by an unauthorized use of the O2 service to him/her, O2 and third parties. Immediately after discovering the facts that justify the suspicion of an unauthorized or fraudulent use of the O2 service in a specific case (e.g. a user's report), O2 shall suspend the provision of the service or refuse to carry out the transaction as long as the grounds for suspicion persist; O2 may also postpone the provision of the service or the execution of the transaction until the customer confirms that he/she has requested it. In that case, O2 shall inform the customer about a suspected unauthorized or fraudulent use of the service and the measures taken. O2 shall be liable for damages caused to the customer by using the service from the reporting of its theft, loss, unauthorized use or misuse to the interruption of service provision, unless the damage is caused by the customer itself through his/her fraudulent behaviour or by intentionally or through gross negligence violating his/her above obligations. For serious technical or operational reasons, especially if there is a threat of a serious reduction in the security and integrity of the network as a result of damage or destruction of electronic communication equipment, O2 shall be entitled to limit or interrupt the provision of services, even across the board, for the necessary period.
7. Rights from defective performance	The customer can complain about an incorrect price or a defect in the service provided – Complaints about the service provided must be submitted without undue delay, no later than 2 months after the occurrence of the defect (defective service provision), otherwise this right will expire. In the event that it is not an outage or shutdown of the service, which O2 knows from its own operational data and about which it informs by reporting on the free line 800 184 084. In order to secure the customer's rights from liability for defects, it is necessary to report the malfunction throughout the duration of the change in service performance on 800 184 084 so that O2 can make a timely measurement of the current performance of the service. Reporting a malfunction does not constitute a service complaint. – A claim for an incorrect price must be submitted without undue delay, no later than 2 months after the provision of the service, otherwise this right will expire. Filing a complaint does not have a suspensive effect on the obligation to pay the price. In addition to the written form, complaints can be submitted at www.o2.cz, in the My O2 section or via the customer line 800 020 202. O2 shall handle the claim without undue delay, no later than 1 month from the date of its delivery, and shall inform the customer of the result; if its settlement requires discussion with a foreign operator, the period shall be 2 months:

- If O2 discovers a defect in the service on its side: if the service could only be used partially or at all due to a defect of a technical or operational nature on the part of O2, O2 will reduce the price charged in proportion to the extent of the defect or, after agreement with the customer, will remove the defect or ensure the provision of the service in an alternative way, if this is technically possible. If the defect is irreparable, both the customer and O2 have the right to withdraw from the contract with immediate effect if they deliver a notice of withdrawal to the other party of the contract no later than thirty days from the delivery of the complaint resolution notice to the customer.
 - If O2 discovers that the price has been charged incorrectly to the detriment of the customer: O2 will refund the difference in the paid price to the prepaid credit within 1 month at the latest from the settlement of the complaint.
- If, as a result of a breach of O2's obligation when porting a phone number ("Portation") or when changing an internet access service provider ("Migration"), such procedures are delayed or misused, or the agreed repair and installation deadlines are not met, the customer shall have the right to a flat rate compensation ("Compensation") in the amount determined by the decree of the Ministry of Justice. According to its current wording, such an amount is (a) CZK 200.00 for each started day of delay in the Portation or Migration, CZK 400.00 from the 6th day of delay, (b) CZK 600.00 for each started day of the duration of the consequences of the misuse of Portation or Migration, and (c) CZK 200.00 for each started day of delay in repairing or installing the service in the course of Portation or Migration and CZK 400.00 from the 6th day of delay.
- To exercise the right for compensation, it is necessary to (i) file on time a justified complaint about the Portation or Migration service due to the delay or misuse of such procedures or the delay in repair and installation in the course of Portation or Migration caused by O2, and (ii) request a Compensation in a complaint or in a later separate request to be delivered to O2 in the same way as a complaint (see above). Such request must contain the account number, to which the Compensation should be paid. O2 shall be entitled to request verification of the customer's identity on submitted applications.
 - If the stated prerequisites for the right to Compensation are met, O2 shall perform it without undue delay, no later than 14 days from the later of the following moments: (i) settlement of the justified complaint and (ii) receipt of the request for payment of the Compensation. Unless otherwise agreed with the customer (in particular, an increase in prepaid credit for the Compensation), O2 shall pay the Compensation by a one-time non-cash transfer to the account specified in the request for the Compensation. If fulfilment in this way is not possible (e.g. unspecified or incorrect account number), O2 shall be entitled, at its discretion, to pay the Compensation to the customer in another possible way after considering the costs demonstrably incurred for the payment of the Compensation, or to delay the payment and make it up to 14 days after receiving a new application for the Compensation meeting the mentioned conditions.
- If the purchase of device** (other goods) is also part of the contract, O2, as the seller, shall be liable to the customer that it has no defects upon acceptance within the meaning of the Civil Code, in particular, that at the time of acceptance
- It has the agreed properties (including type, quantity, packaging, product accessories, instructions or guidelines), and unless otherwise agreed, also properties that can reasonably be expected for items of the same type, also

with regard to the public declaration of the seller or his contractual partner, if it could influence the customer's purchase decision and the seller was aware of them, or with regard to the samples provided to the customer in advance;

- It is suitable for the agreed purpose and, unless otherwise agreed, also for the purpose for which things of the same kind are normally used.

The Customer's right from a defect is based on a defect that occurs on the goods no later than before the Customer takes them over, even if the defect manifests itself later. Defects that occur later will establish the right of the customer only if the defect was caused by the seller in violation of its obligation, if the provisions of the law, which does not allow contractual deviations, or if the seller voluntarily provided a guarantee for quality by its statement in a specific case, exclusively to the extent of such declaration. If a defect in the goods purchased by the consumer becomes apparent within one year from the receipt, it is considered that the goods were already defective upon receipt, unless the nature of the item or defect precludes this. This period does not run during the time when the customer cannot use the goods if it has justly complained about the defect.

If the subject of the contract with the consumer is the purchase of a device that would not perform its functions without the linked digital content or digital content service (a thing with digital properties), the seller shall be liable for providing the necessary updates to the linked content or service that are needed to preserve the properties of the device listed above in this point 7., unless expressly agreed otherwise. If a shorter period of time cannot reasonably be expected for linked digital content or a digital content service provided once, the seller shall provide the necessary updates to the consumer for a period of two years after taking over the device. If a defect in the linked digital content or digital content service that is continuously provided becomes apparent during this time, it is deemed to be defective.

When selling goods to consumers, the seller shall be liable for a defect in the goods caused by incorrect assembly or installation, which the seller performed or procured in accordance with the contract, or which occurred as a result of a lack of instructions from the seller or provider of digital content or digital content service when purchasing an item with digital properties.

As a seller, O2 shall not be liable for defects in the following cases:

- for defects for which a lower price of the goods was agreed;
- for wear and tear of goods caused by their usual use or, in the case of used goods, wear corresponding to the degree of their previous use;
- for damage, defects or wear and tear caused by the customer or a person acting on its behalf or on its responsibility or arising after taking over otherwise than by breach of the seller's obligations (mainly due to an unavoidable event such as a natural disaster, by breach caused by the customer or a third party); therefore, the seller shall not be liable, among other things, for damage caused by an unprofessional or unauthorized intervention (including interference with software), use of the goods in violation of the manual or instructions, and if it is not included, in violation of the usual method of use, further intrusion of foreign substances into the goods, improper maintenance or due to its neglect, mechanical damage, as well as if the device was connected to a voltage other than the prescribed one, overvoltage, or if the defect was caused by the use of non-standard or non-original accessories; unprofessional and unauthorized

intervention is considered to be, in particular, the handling of the goods when the protective elements protecting sensitive technical elements inside the goods, e.g. seals or stickers, are violated

- For defects, if an adjustment, modification or adaptation is required leading to the expansion of the functions of the device compared to the purchased version or to the expansion of the possibility of its operation in other technical conditions than those for which it was designed, manufactured or approved
- For defects in the purchased thing with digital properties caused by the failure to carry out an update it, which was recommended or provided by the provider or through another provider.

The customer exercises rights from a defect in the purchased goods by reporting the defect to the seller in any O2 store, or at the seller's headquarters. The defect is exercised by a claim filed by the customer personally, with the condition that the complete claimed goods must be presented and the specific nature or description of the defect must be given. When submitting a complaint, the customer is also obliged to prove that he/she purchased the goods from the seller, i.e. in addition to pointing out the defects, he/she must also document the place, price and time of purchase of the goods.

- The consumer shall be entitled to complain about a defect in the goods that becomes apparent within two years from taking over the goods. For used goods, including, for example, refurbished equipment, this period is shortened to one year. If the consumer buys a thing with digital properties and if the connected digital content or digital content service is provided continuously, the customer can also complain about their defects that occur within the period of two years from taking over the goods.
- If the customer is not a consumer, the right from a defect can only be recognized if the customer points out the defect without undue delay after it could have discovered the defect with sufficient care, in the case of a hidden defect, at the latest within two years from taking over the goods.

Unless agreed otherwise with the customer, the seller shall handle the claim submitted by the consumer without undue delay and no later than 30 days from the date of its delivery. In the same period, the seller shall meet its obligations corresponding to the right of the customer from a properly and timely pointed out defect:

- To eliminate the defect free of charge by delivering a new item or repairing it, unless it is impossible or unreasonably expensive;
- For a reasonable discount or for withdrawal from the purchase with a refund immediately after the return of the goods, if the defect has repeatedly manifested itself, is a material breach of the contract (i.e. prevents proper use and cannot be expected to be removed) or the seller has not removed the defect, refused to remove it, or it is obvious that it will not be removed in a reasonable time or without significant difficulties for the customer. However, it is not possible to withdraw due to an insignificant defect (especially aesthetic).

The customer shall notify the seller of the choice of law when the defect is pointed out or immediately afterwards. The notified choice can be changed by the customer only with the consent of the seller, or if it has chosen to remove the defect, which then does not occur due to irreparability or breach of obligation by the seller.

	O2 shall not be liable for damage arising as a result of (a) restriction, interruption, non-provision or defective provision of the electronic communications service, (b) exceeding the capacity limit, failure, repair or maintenance of the network or its part, or due to the nature of the technology used, or (c) loss, theft, disclosure or misuse of access codes, Identification keys, PINs, PUKs and other codes that the customer shall be obliged to protect. In other cases, O2 shall be liable for damages arising from a breach of any of its obligations up to the total amount of the prepaid credit at the time of the damage occurrence. However, if, as a result of a breach of O2's obligations when porting a number or changing the internet access service provider, such procedures are delayed or misused or the agreed repair and installation deadlines are not met, the customer shall have the right to flat-rate compensation in the amount determined by the decree of the Ministry of Justice (see above); therefore the liability limit of O2 according to the previous sentence corresponds to at least this amount.
8. Duration of the contract	The rights from the SIM card package or top-up coupon last until the expiration of the specified period of validity or until fulfilled. (O2 shall be entitled to refuse the registration of the SIM card and the establishment of the service or top-up of credit without compensation after the expiry of the validity period indicated in the package or coupon.) The contract for the provision of services on the phone number is concluded by activating the SIM card (by first logging the SIM card into the O2 network), for the following 12 months, unless otherwise expressly stated for a specific package or other product. If the customer tops up the credit, the duration of the contract shall be extended to 12 months from the date of the last top-up. If more than 12 months have passed since the conclusion of the contract or the last credit top-up, the contract shall be changed to an indefinite period. In such a case, O2 shall have the right to terminate the contract if the customer has no credit for a continuous period longer than 5 days. O2 shall deliver the notice in the form of an SMS to the phone number of the interrupted service, and the contract shall end upon expiry of the notice period of 2 weeks from the delivery of the notice. The customer can terminate the contract by transferring the number or by a written notice delivered to O2 with the simultaneous return of the SIM card or by stating the phone number and serial number of the SIM card (ICCID). The contract shall also end with the transfer of the telephone number from O2: to transfer the number, the customer shall hand over a valid identifier for number transfer to the receiving provider and agree with him/her on the date of the transfer. The customer's verification code (OKU), communicated to the customer in SMS upon conclusion of the contract, serves as an identifier. The porting of the number shall take place at the beginning of the 3rd working day after O2 receives the porting request from the receiving provider, or such later working day as the receiving provider notifies to O2. For technical reasons, the number cannot be ported if the service is cancelled or interrupted. By transferring a phone number using OKU, it is also possible to change the provider of the Internet access service. The contract can also be terminated in other ways provided by law, in particular based on the customer's request to cancel the service delivered to O2 within 1 month from the notification of the change in contractual terms by O2 in an SMS message (if the change is not exclusively beneficial for the customer, if it is purely administrative with neutral effects or if it results from a change in legislation or a

	decision of the Czech Telecommunications Authority) or withdrawal of the customer - a natural person from the contract concluded remotely within 14 days from the provision of related pre-contractual information in accordance with the law, see below. A customer who is a consumer shall have the right to a refund of the unused balance of the paid credit if requested from O2 within 30 days of porting the number to another provider. O2 shall be entitled to condition the return of the balance on the identification of the applicant from its identity document, verification of its status as a customer to the service on the telephone number to which the application relates, and on the applicant's handwritten signature or another method that replaces the proof of signature. O2 will refund the balance without delay, no later than 21 days after receiving the customer's complete application by a one-time non-cash transfer to the bank account specified in the application or by money order to the address indicated by the customer. For the return of the balance, O2 shall be entitled to demand a fee according to the price list, corresponding to the actual costs incurred during the return of the balance, including the costs of transferring money abroad (if required). This fee shall be offset against the balance prior to remittance of payment as requested. In other cases, the remaining unused credit is forfeited without compensation upon expiry of its validity period, at the latest upon termination of the contract. If other services are contractually agreed in addition to the O2 electronic communications service as related additional or optional services (i.e. expanding the limits of its consumption or dependent on it and paid for by reducing the same credit), together they form a package of services. The following applies to the termination of a package or its components: (a) Unless otherwise agreed, the customer-consumer shall be entitled to independently terminate any part of the package under the same conditions as the related electronic communications service. (A micro-enterprise, a small business or a non-profit organization also has the same right, if they prove this status when terminating the service and if they have not previously waived such a right.) If the consumer is entitled to terminate any component of the package on the basis of a legal regulation for failing to meet O2's contractual obligations, this right shall relate to all components of the same package. (b) If the electronic communications service is cancelled, all additional or optional services agreed to it will cease at the same time. (This does not affect the right to reimbursement of the price for packages activated and services used up before such a moment.)
8.1. Withdrawal from the contract concluded by the consumer at a distance or outside the business premises	Instruction on the right to withdraw from the contract 1. <i>The right to withdraw from the contract</i> 1.1. <i>Within 14 days, you have the right to withdraw from the contract for the provision of services (from the order of a tariff, package or other product, including the packaging of a SIM card or top-up coupon) without giving a reason, if you conclude it with O2 remotely or outside the business premises.</i> 1.2. <i>You have the right to withdraw from the contract without giving a reason within 14 days from the day following the date of conclusion of the contract. If a purchase contract is concluded for simultaneously ordered goods (SIM card packaging, device), you have the right to withdraw from it without giving a reason within 14 days from the day following the day on which you or a third party designated by you (other than the carrier) takes delivery of the goods. However, the withdrawal period will not start</i>

earlier than the day following the date of delivery of the document with this information.

- 1.3. For the purpose of exercising the right to withdraw from the contract, you must inform the company O2 Czech Republic as, Za Brumlovkou 266/2, Praha 4 – Michle at this address of its registered office or in any O2 store, of your withdrawal from the contract by means of a unilateral legal action (for example by letter sent via the postal service operator, by fax or e- -mail). You may use the attached sample withdrawal form, but it is not your obligation to do so.*
- 1.4. In order to comply with the deadline for withdrawing from this contract, it is sufficient to send the withdrawal from the contract before the expiry of the relevant deadline.*
- 2. Consequences of withdrawal from the contract*
 - 2.1. If you withdraw from this contract, we will refund you without undue delay, no later than 14 days from the date on which we receive your notice of withdrawal, all payments we have received from you, including delivery costs (except for additional costs incurred as a result of a delivery method chosen by you, which is different from the cheapest standard delivery method offered by us). For refunds, we will use the same payment method that you used to make the initial transaction, unless you have expressly specified otherwise. In no case will this incur additional costs for you. If you withdraw from the purchase contract for goods ordered at the same time, we will refund the payment only after receiving the returned goods or if you prove that you sent the goods back, whichever occurs first.*
 - 2.2. If you have received goods purchased under the contract (SIM card packaging, device), without undue delay, no later than 14 days from the date of withdrawal from this contract, send them back or hand them over to the address of any O2 store. The deadline is considered to be met if you send the goods back to us before 14 days have passed. You will bear the direct costs associated with returning the goods. You are only responsible for the reduction in the value of the goods as a result of handling the goods in a way other than what is necessary to familiarize yourself with the nature and properties of the goods, including their functionality.*
 - 2.3. If you have requested that the provision of services commence during the cancellation period, you will pay us an amount proportionate to the scope of services provided up to the time you notified us of the cancellation, compared to the total scope of services set out in contract.*

Sample withdrawal form

Fill out this form and send it back only if you want to withdraw from the contract:

Notice of withdrawal from the contract

- Addressee: O2 Czech Republic as, Za Brumlovkou 266/2, 140 22 Praha 4 – Michle email: smlouvy_produkty@o2.cz*
- I/ we announce (*) that I/we hereby withdraw (*) from the contract for the purchase of these goods (*)/the provision of these services (*): ...*
- Date of order (*)/date of receipt (*): ...*
- Name and surname of the consumer/consumers: ...*
- Address of consumer/consumers: ...*
- Signature of the consumer(s) (only if this form is sent in paper form): ...*
- Date: ...*

() Cross out those that do not apply or complete the data.*

8.2. Withdrawal from a contract concluded at a distance by a natural person doing business	A natural person in business also shall have the right to withdraw from the contract or its changes in a similar way and with similar consequences as a consumer according to the section 8.1
9. Personal data	For the purpose of providing a prepaid service, O2 shall be entitled to collect the following personal data from the customer at any time throughout the duration of the contract, if these are available: – basic identification and address data such as an academic degree, name and surname, business name, social security number (and if not assigned in the Czech Republic, date of birth), ID number, VAT number, address of permanent residence, address of registered office or place of business, billing address, numbers of submitted identification documents and their copies, identification data of the customer's representative or contact person determined by him, identification data of the service payer, bank account, contract and related documents or confirmation and handwritten signature (in paper or digital form including metadata) – contact details such as email address, phone number and social media addresses In addition to the above-mentioned data, O2 processes the following personal data for the purpose of providing the service, which are generated during the performance of the contract, service and communication with the customer: – data on the service used and payment behaviour such as the type, specification and tariff of the service, the volume of services provided or used, their price, customer segment and information on the degree of fulfilment of monetary obligations towards O2 – operational and location data required for the transmission of messages by the O2 network, such as the calling and called number, the address of the data connection (e.g. IP or URL address), the date and time of the connection, the IMEI of the end device, the number of units provided, the duration of the connection, the number, the name and location of the network endpoint or the type of Internet access – data from communication between O2 and the customer or end user, such as records of personal communication in stores or during other direct contact, written and electronic mails, records of telephone calls and chat communications Other personal data, allowing to improve services and target suitable offers, which O2 processes only on the basis of and in accordance with the consent of the data subject, such as data obtained from marketing surveys, data on a typical behaviour when using services, applications or websites (e.g. obtained from cookies if they are enabled) or data obtained for the purpose of providing the Line service for the deaf and blind during the registration on its website or during its provision.
9.1. Phonebook	The customer of the service, which allows calls to telephone numbers, shall have the right to decide whether his/her personal or identification data should be listed in a publicly available information service about telephone numbers or a customer list. Personal data are name, surname, or pseudonym, address of residence, phone number of the customer for the provider and e-mail address, and for a natural person, the address of the registered office of the business. The identification data are the business name or name of the legal entity, the address of the registered office (or the registered office of the organizational unit), the

	address and telephone number of the customer's establishment at the provider, and an e-mail address. At the customer's request and to the extent thereof, O2 will publish the said personal data in its own publicly available information service (if it provides it), or forward the data to a person who asks it to forward the data for publication in a publicly available information service or customer list. The request can be submitted by the Data Subject on the form "Publication in the telephone directory and information services" available at www.o2.cz. Correction of data in the publicly available information service or the customer list can only be done during their next revision. For the purpose of marketing, you can be contacted via networks or electronic communications services only with your prior express consent, which you can give on the mentioned form.
10. Products for the disabled	O2 Line for the deaf and blind The service is intended for people with visual or hearing disabilities. To use it, the user must be registered in advance. A hearing-impaired user contacts the line operator using one of the communication channels. The operator then processes the user's requests in spoken form (order with a doctor, communication with the authorities, etc.) and sends the user a response via the same channel. A visually impaired client contacts the operator via telephone and the operator helps him/her, for example, find a connection or describe the route. Communication channels for user registration and service use: – 800 142 142 – for hearing callers towards the hearing impaired – 800 147 147 – for fax – 722 147 147 – for SMS (SMS is charged according to the user's tariff) – neslyfici@o2.cz (deaf)– for e-mail – UIN: 593 439 364 – for communication using ICQ – O2hovorproneslyfici (O2 calls for deaf) - for communication using Skype – www.nadaceo2.cz/linka – for communication using O2 chat The service is provided free of charge within the Czech Republic. The cross-border service is provided at prices according to the current O2 price list for prepaid services at www.o2.cz. More information can be found at www.O2linkaproneslyfici.cz. Discounted services for the disabled O2 offers services with a state subsidy of CZK 200.00 per month for persons with disabilities defined by law. This amount can be used for calls, SMS, MMS and data within 30 days from being added to the credit, then it expires. You can find the scope and conditions of granting the subsidy at https://www.o2.cz/osobni/socialni-prispevky.
11. Resolution of customer disputes	For the out-of-court settlement of disputes in the field of electronic communications, the Czech Telecommunications Office (CTO) shall be liable within the scope of competence established by the legal regulation governing electronic communications and postal services. Detailed information can be found at www.ctu.cz. – ČTÚ decides disputes between O2 and a customer or user on the basis of a proposal from any of the parties to the dispute, if the dispute concerns obligations imposed by the Electronic Communications Act or based on it. – If O2 does not comply with the complaint, the customer or user shall be entitled to submit a proposal to the ČTO to initiate proceedings on objection to the handling of the complaint. The proposal must be submitted to the ČTO without undue delay, no later than 1 month from the date of delivery of the claim settlement or the futile expiration of the deadline for its settlement, otherwise the right to object will expire.

	The Czech Trade Inspection - ADR Department shall be liable for the out-of-court settlement of disputes arising from the purchase contract between the company O2 Czech Republic a.s. and the consumer. More detailed information, including the form for submitting a proposal, can be found at https://adr.coi.cz/cs. Any problem with the service or goods ordered from us over the Internet can also be resolved using the online platform for independent out-of-court dispute resolution within the EU at https://ec.europa.eu/consumers/odr. When filling out, you need to enter the provider's e-mail address - please enter our e-mail address reseni.sporu@o2.cz.
12. More information on concluding a distance contract	Access to the concluded contract The summary of the contract is made available to the customer immediately after its conclusion together with this document via a link contained in an SMS message. At the same time, the summary of the contract and this pre-contractual information on the prepaid services offered by O2 are made available clearly according to the type of offer on the website www.o2.cz. Language of the contract The contract can be concluded in the Czech language. If some contractual documents are available in a translation into a foreign language (e.g. the general terms and conditions of the provision of O2 services), such a translation is only informative. Procedure for concluding a contract and checking the correctness of entered data The conclusion of a distance contract can be initiated by electronic means: 1. Over the phone: – the operator will determine the customer's identification data to the extent necessary for the delivery and provision of the offered service – the operator familiarizes the customer with the main features of the offered services and their tariff – the operator determines the suitability of the offer and adjusts it, if necessary, based on the customer's answers – the operator will answer any customer's questions about the offer – the operator summarizes the offer as it was negotiated, and sends the customer a summary of the contract and this document (pre-contractual information) via a link to their electronic form contained in an SMS – after receiving pre-contractual information and a summary of the contract, the customer will have the opportunity to familiarize itself with the offer and correct any discrepancies – the customer agrees with the offer by expressing its consent over the phone, captured in the delivered summary of the contract and pre-contractual information, the order is accepted, completed and the preparation of the delivery of the SIM card and/or other device or goods ordered begins 2. In the My O2 website or the My O2 mobile application or in other electronic stores (e-shop) operated by O2 for the purpose of selling prepaid services (especially www.O2.cz, www.datamanie.cz or www.simzdarma.cz): – the customer shall identify himself/herself either by logging in to its existing account in the e-shop or by registering and entering its identification personal data to the extent necessary for the delivery and provision of the service

- the customer chooses the content of the order and selects the desired product
- the customer continues to a summary (separate page or window) where he/she can check all the entered data. If there is an error in the prepared order, the customer can go back to the previous step and make a correction; in this step, the contractual documentation (O2 price list for prepaid services, general terms and conditions of the provision of O2 services as well as a summary of the contract and pre-contractual information) for the prepared order is also made available to the customer; the summary of the order can only be missing if the customer only requests a change to a specific parameter of an already agreed service, which can then be changed again in the event of an error during entry (therefore, it is not necessary to recapitulate the order or enter more additional data)
- the order shall be accepted and completed by choosing to complete the order and assume the obligation to pay (e.g. “order”).
- if the customer has chosen an immediate payment method (if offered), he/she will perform a successful authorization through the payment service provider for O2; only then is the order confirmed and the contract concluded
- after confirmation of the order, the preparation of the delivery of the SIM card and/or device or other goods ordered begins

Alternatively, the SIM card package for concluding the contract can be purchased at O2 stores or from selected retailers marked with the O2 logo.

In all the cases mentioned here, the contract for the provision of a prepaid electronic communications service is concluded with the first login of the delivered SIM card to the O2 network (see above).

Codes of conduct

When providing services, O2 voluntarily follows the service codes adopted by the professional association of the Association of Mobile Network Operators. Its wording can be found at www.apms.cz. This is voluntary sectoral self-regulation in the following areas:

- General rules for providing services via audiotex lines
- General rules for providing services via Premium SMS and Premium MMS
- General rules for the use and promotion of SMS with delivery / access SMS to selected services by their recipients
- Mobile Number Porting Process Code, Access and Use of Ported Mobile Number Reference Database