



TERMS AND CONDITIONS

GENERAL CONDITIONS FOR PROVISION OF PUBLICLY AVAILABLE ELECTRONIC COMMUNICATION SERVICES of O2 Czech Republic a.s.

issued in accordance with the provisions of § 63 Act no. 127/2005 Coll., on Electronic Communications, as amended (hereinafter referred to only as the "ECA") § 1751 et seq. Act no. 89/2012 Coll., civil code and by **Act No 284/2009 Coll., concerning payments**

In version effective from: December 4, 2014

1. Subject of the General Conditions

- 1.1 **What they contain:** These General Conditions (hereinafter referred to only as the "GC") govern conditions for provision of publicly available electronic communication services pursuant to the pertinent internationally acknowledged standards within the territory of the Czech Republic ("CR") and the services relating to these, including added value services, (hereinafter referred to only as "Service" or "Services") and also the performance of payment transactions in the sense of Act No 284/2009 Coll., concerning payments, as amended, in the manner pursuant to article 15 of these GC (referred to hereinafter as Payment transactions") under the business name "O2" by the company O2 Czech Republic a.s., registered office: Prague 4, Michle, Za Brumlovkou 266/2, Postcode: 140 22, recorded in the Commercial Register held by the Municipal Court in Prague, Section B, Insert 2322, Company ID number: 601 93 336, Tax ID number: CZ60193336 (hereinafter referred to only as "O2") on the basis of Subscriber Contracts on provision of publicly available electronic communication services (hereinafter referred to only as "Subscriber Contract" or as the case may be, "Contract").
- 1.2 **Fixed and mobile networks:** Services are provided via O2 public fixed (hereinafter referred to only as "Fixed network") and public mobile (hereinafter referred to only as "Mobile network") electronic communications networks, or as the case may be, the networks of a contractual operator (hereinafter referred to jointly as "Network"). The availability of Services is subject to coverage of the area with Networks, the technical possibilities of the Networks and other factors, especially physical ones, which could affect the quality of Services.
- 1.3 **They do not apply to:** These GTC especially do not relate to contractual relations used to regulate provision of public telex services, public telegraph services, services of single-purpose telephone networks, operation of public pay phones, prepaid services in Mobile network and access to electronic communications networks and services and dedicated devices and connections as regulated by Sec. 78 et seq. of the ECA, or sale, lease and repairs of telecommunications terminal equipment.
- 1.4 **Subscriber and User:** Subscriber is understood to mean a physical or legal entity that has concluded a Contract with O2 (hereinafter referred to only as "Subscriber"). User is understood to mean any party who uses an O2 Service (hereinafter referred to only as "User"). Applicant is understood to mean a physical or legal entity that has commenced negotiations with O2 on conclusion of a Contract (hereinafter referred to only as "Applicant").
- 1.5 **Contractual Terms and conditions:** The Contractual Terms and Conditions include these GCT along with the Specifications, Pricelists and Operating Conditions, which contain description of each of the Services and further rights and obligations of O2 and the Subscriber to the Service, or as the case may be, alterations herefrom. It is not allowed to change the terms and conditions of the contract based on any material practices of the Parties.

- 1.6 **Prices:** O2 price lists (hereinafter referred to only as "Price Lists") especially govern the prices for individual Services, prices relating to Special Offers, prices for lease of terminals, level of contractual penalties for violation of obligations pursuant to the Contract and also the conditions subject to which these prices and contractual penalties are applied. An offer of types of servicing may also be stated in the Price Lists.

2. Conclusion of a Contract

- 2.1 **How to make a Contract:** the Interested Party submits a Proposal to close a basic Service Contract (hereafter referred to as the "Proposal") on one of the Service Specification forms that were issued for this specific purpose by O2 and that are available at O2 brand shops, from our business representatives and on O2 websites www.o2.cz (hereafter referred to as "Websites") or it can be sent to the Interested Party upon request by post or email.

The Subscriber can use many optional Services alongside the basic Service Contract. The current offer of optional Services, their prices and ordering methods (closing a contract for an optional Service) are specified in the Pricelist in the "Optional Services" part, which has a limited period of validity.

- 2.2 **What has to be submitted and attested:** The Applicant states the following personal/identification data about himself/herself in the Proposal:

- 2.2.1 **Legal entities** especially state their trading name or name, registered office or registered office of the organisational unit in the CR and their Company ID number, name, surname, residency address and type of ID document for the person authorised to act on behalf of this legal entity.
- 2.2.2 **Entrepreneurs** state their name and surname, or as the case may be, their trading name, residency address, place of business and Company ID number if they have been allocated one, as well as the type and number of their ID document.
- 2.2.3 **Physical entities – individuals** state their name and surname, residency address, date of birth and personal ID number if they have been allocated one, as well as the type and number of their ID document.

If the Applicant is a payer of value added tax (VAT), they must also state their Tax ID number (DIČ in Czech). The Applicant must submit two ID documents, one of which must be their personal ID card; the Applicant must state the number of this document in the Proposal. The other document may be any other document issued by the state which has a photograph attached to it or a birth certificate.

Physical entities – in addition to data regarding the physical entity, the representative provides their identification data. The Subscriber, or its representative explicitly agree that O2 is entitled to verify correctness of the data and authenticity of the documents, copy the documents and archive the respective copies for the purposes of identification. O2 shall be entitled to request the Subscriber to attest the data entered in the Draft Contract, especially in the case of an alleged fraud. The scope, purpose and conditions of the data processing are specified in Art. 6. O2 may invite the Subscriber to come in person to a specified O2 brand shop for a material purpose relating to providing Services. The invitation must state the reason. The Subscriber agrees to abide by the invitation. Data specified in this Para. 2.2 is a prerequisite for the signing of Agreement pursuant to Para. 6.2.

In the case the contract is concluded by a parent for the benefit of a child the rights and duties arising from the contract relate to the parent. If the child, after coming of age, agrees to continue the service the rights and obligations will be binding for the child. Otherwise, the Agreement will continue with the parent in the role of Subscriber.

- 2.3 **Authorised Subscriber and identification code:** The Subscriber is regarded as an Authorised Subscriber if the Subscriber, or as the case may be, their representative supported the data as set out in para. 2.2 with ID documents when concluding the Contract, and did so in their physical presence and were allocated an Identification Key in relation to this by O2. This key may come in the form of means of identification, whether these be issued by a third party and issued or acknowledged by O2, or in the form of an alphanumeric code for identification in terms of electronic or telephone communication with O2 (hereinafter referred to only as "Identification Key").
- 2.4 **Primarily in writing:** The Applicant submits the Proposal in writing, either in person at a Contact Point or by post. Whilst performing legal acts relating to conclusion of the Contract, changes to this or its termination, the Applicant may be represented by another physical entity or legal entity. Power of

attorney is granted in writing and the Applicant's signature must be officially attested. The proposal can also be signed electronically with a digital pen using a pad or tablet (own digital signature).

- 2.5 **Remote communication tools can be used:** The Applicant is only entitled to submit the Proposal electronically or by telephone if the Operating Conditions for all Services, establishment of which are being requested in the Proposal, allow for this form of submission of the request for establishment of Services and if at the same time, the Applicant meets all requirements as set out in the pertinent Contractual Conditions.
- 2.6 **Specification must be completed for each Service:** The Proposal includes a completed "Service specification" form for the chosen Service establishment (hereinafter referred to only as "Specifications"), establishment of which is/are being requested by the Applicant. If the Applicant fails to state certain parameters relating to the requested Services in the Specification, it shall apply that O₂ shall be entitled to perform their setting. For establishment of other Services or change to settings for Services may occur on the basis of filling another Specification.
- 2.7 The pertinent regulations in the Operating Conditions for the Service in question apply **for requirements for the Specifications**, for their acceptance and for checking the possibility of establishing new Services in terms of a Contract, which has already been concluded. If O₂ allows, a Service can also be established on the basis of a request submitted in a form other than writing. In such a case, the date of establishment of the Service shall especially be understood to mean the date of signature of the handover record for the Service by the Subscriber or his/her authorised representative or the date of delivery of notification about establishment of the Service to the Subscriber. The specific method is determined by O₂ in the Operating Conditions for individual types of Services.
- 2.8 **Verification in the SOLUS register:** By submitting a Proposal, the Applicant agrees that O₂ may gain information about their payment morals and credibility (especially information about the nature and extent of any possible violation of former liabilities) necessary for assessment of the Proposal. Such information shall be gained from the negative database of the SOLUS association, a special-interest group of legal entities, Company ID number: 69346925 (hereinafter referred to only as "SOLUS") of which O₂ is a member.
- 2.9 **When the contract is not made and service not installed:** If the Applicant fails to meet the conditions as determined for conclusion of a Contract – especially if the Applicant:
- a) intentionally stated untrue personal or identification data,
 - b) stated incomplete personal or identification data and/or failed to provide documents proving the accuracy of data stated contrary to para. 2.2,
 - c) has failed or is failing to meet their obligations towards O₂ or other entities or it can be justifiably anticipated that they will not meet such obligations,
 - d) failed to provide the required deposit or security for O₂ in accordance with the current Price Lists,
 - e) has entered into liquidation, if sequestration was commenced for the Applicant, insolvency proceedings were commenced with the Applicant, if proposal for commencement of insolvency proceedings was rejected due to lack of assets or due to violation of obligations in terms of § 122 para. 2 of the Insolvency Act during a period set by the court as moratorium or if enforcement of a judgement (execution) was commenced with the Applicant by sale of the business, or
 - f) the Applicant refused establishment of Services pursuant to the technical conditions as defined by O₂.
 - g) referred to sales conditions whose content violates the contractual terms and conditions or,
 - h) accepted the contractual terms and conditions with a reservation, addition or deviation or recapitulated the contractual terms and conditions using different text.
- O₂ shall inform the Applicant of reasons for refusal no later than 20 calendar days of delivery of the Proposal. If an Applicant whose Proposal was rejected has paid security or a deposit, this shall be returned to the Applicant by O₂ no later than 60 calendar days from the date of rejection of the Proposal.
- 2.10 **Acceptance of the Draft Contract:** If the Applicant meets all the conditions as specified in these GC, O₂ accepts the Proposal and ensures that it is sent back to the Applicant no later than 20 calendar days following its receipt. O₂ informs the Applicant within the same deadline whether it is not possible to establish the required Services on the basis of the pertinent Operating Conditions.

- 2.11 **Term of the Contract and Acceptance:** The Contract is concluded for an indefinite period. The Contract becomes valid and effective on the date of signature of first Specification by both Contracting parties, no later however than the date of delivery of information on acceptance of the Proposal to the other Contracting party. If the Applicant signs a Specification already signed by O₂, they shall be obliged to return one signed copy of the Specification to O₂ without unnecessary delay. Establishment of the requested Service shall also be regarded as information on acceptance of the Proposal.
- 2.12 **The Subscriber's right to back out of a contract closed from a distance:** the Contract can be closed in a different form, not just in writing. The day of closing the Contract in a different form than in writing is understood as the day when the Interested Party receives information that O₂ accepted the Proposal or the day when the Service was activated based on which fact came first. If the Contract is closed using a means of communication from a distance or outside of usual business premises and if all legal requirements are met, the subscriber has the right to back out of the contract within 14 days from the day when O₂ receives information about substantial requisites of the closed Contract. The same applies to a Contract change. If the subscriber backs out of the Contract and O₂ has already started to provide Service upon an expressed subscriber's request, the subscriber is obliged to pay O₂ the price or its proportional amount for the provided fulfillment. Carried out outgoing calls, sent SMS/MMS messages, a carried out data connection, or a confirmation in the introductory menu when installing the Services are considered an expressed subscriber's request for providing of the Service. When withdrawing from a Contract change, the Contract is returned to its status prior to the change from the date of the withdrawal. The withdrawal needs to be submitted within the given period in a written form to the O₂ address specified in paragraph 1.1. A template form can be used for the withdrawal.
- 2.13 **The porting of a telephone number from one provider to another:** Each customer or Subscriber may ask for the installation of Service on a telephone number ported from another provider. The application (request) for the porting of a number constitutes an integral part of the Specifications. Each Applicant must specify in the Specifications a valid identification code (number of termination with the old provider („ČVOP“), or alternatively (in the case the provider does not generate ČVOP) prove in another way that by porting the number the service from the old provider will finish. The service will be installed on the ported number within four (4) days from the delivery of request for number porting, however, never before the contract is terminated with the old provider
- a) in the mobile network on a new SIM card received by the Subscriber from O₂ or
 - b) in the fixed network on a line active as of the desired date of number porting.
- Detailed rules for each type of Service can be specified in the Operating terms and conditions.

3. Rights and obligations of O₂

3.1 O₂ especially undertakes to:

- a) **(service quality)** provide the Service in the usual quality in such a way as to satisfy the justifiable requirements of the Subscriber in accordance with the Contractual Terms and Conditions including the conditions set out in respective Service Specification
- b) **(network maintenance)** maintain its Network in such a technical and operational condition as to achieve the usual quality as set out by the pertinent legal regulations and norms,
- c) **(removal of defects)** remove defects created in O₂ Networks or equipment as soon as possible, i.e. not later than five calendar days in cases when this is technically possible. O₂ will also proceed in the same manner when the defect is caused by the Act of God pursuant to the Civil Code,
- d) **Service installation deadlines)** establish the Service within the deadline as determined in the Operating Conditions, or as the case may be, in the Price List, unless another deadline was agreed with the Subscriber, as well as to implement other changes to the Contract within the agreed deadline in relation to this,
- e) **(settlement in the case of early termination of the Contract)** determine appropriate entitlement to settlement in the event of early termination of a Service or Contract if the Subscriber arranges conclusion of a Contract or establishment of a Service for a definite period. O₂ shall inform the Subscriber of the level of such entitlement free of charge via the customer hotline.

3.2 Other than the rights as resulting from other provisions, O₂ is especially entitled to:

- a) **(deposits and securities)** request that the Subscriber pays deposits, security or that they provide other guarantees, e.g. a pledge etc., for all Services provided or requested by the Subscriber,
- b) **(determination of limits)** determine limits for provision of Services, especially financial ones, which shall usually relate to a set period of time (e.g. day, billing period etc.),
- c) **(necessity of identification)** request identification from the Subscriber in terms of their contact pursuant to the conditions as set by O2 in the Operating Conditions with a view to the maximum possible level of protection for the Subscriber. O2 shall deal with anybody who meets the conditions for identification as a Subscriber, or as the case may be, as a party authorised to act on behalf of a Subscriber,
- d) **(verification of the Subscriber)** check the credibility of the Applicant or Subscriber in the legal manners and also their ability to meet their obligations, to which the Subscriber gives their consent by signing the Proposal,
- e) **(change of a number and codes)** change the Subscriber's telephone number, user name, IP address or access code due to urgent technical or operational reasons, even without the consent of the Subscriber. O2 shall inform the Subscriber of such change as soon as possible and if technically possible, O2 shall inform the Subscriber of such change no later than 5 calendar days before its implementation. O2 shall also inform Subscribers who call of changes to telephone numbers in the Networks using automatic notifications or in another manner.
- f) **(network and service security)** introduce additional methods of protection for the Networks and Services if they believe that introduction of such protection is to the benefit of the Subscriber or the Network,

4. Rights and obligations of the Subscriber

4.1 The Subscriber is especially entitled to:

- a) **(using Services)** duly use the O2 Services, which were established for them. However, it is prohibited to re-sell the Services,
- b) **(notification of defects)** report defects to Services free of charge in writing or by telephone to the O2 office as stated in the Operating Conditions, or as the case may be, in the Specifications. O2 is also entitled to require written confirmation of defect reports made by telephone.
- c) **(Services used by a third person – prohibition of resale)** allow a third party to use the Services as a User. If the Subscriber demands payment from the User for use of Services in relation to their commercial activities, they may only do so with the prior written consent of O2, which only the board of directors is authorised to grant. Even in such a case O2 remains the authorised holder of numerical allocations of telephone numbers via which these Services are provided pursuant to these GC. The use of the specified numbers for the provision of own electronic communication services of other subjects is forbidden. It is forbidden to pass off O2 Services as the services of another subject. Without a concluded contract pursuant to § 79 et seq. of the ECA, the provision of electronic communications services in the O2 network by other subjects is forbidden. If a Subscriber's request for consent by O2 is not handled within 6 months of its receipt, it shall be understood that no consent was given. In a case of the breach of the duty to gain consent of O2, the Subscriber shall be obliged to compensate O2 in full for any possible damage which was created through violation of the mentioned obligation.
- d) **(right to information)** request O2 for provision of information about Services provided to the Subscriber, about their settings, level of the Subscriber's outstanding amounts and other information required for settlement of billing or information about data relating to specifically implemented connections etc. O2 shall only provide such information if the Subscriber or the Subscriber's representative meet the conditions for identification as set out by O2 for provision of such information.
- e) **(Separated roaming)** to use roaming services within the European Union permanently from different provider, who concludes a relevant contract with O2. This change of the provider is free for charge and it will be realized within 24 hours from the request for the service transfer at the accepting provider. Concerning the mobile internet connection the services can be used also by one-off consensus with a selected provider. More information about separated roaming is available on our website.

4.2. The Subscriber especially undertakes:

- a) **(notification of the change to data)** for the whole period of effectiveness of the Contract, to demonstrably inform O2 in writing of change to their personal and identification data, especially trading name or name, legal form, registered office or residency address or place of business, Invoice address, e-mail address, telephone and bank details, Company ID number and tax ID number, no later

than 7 working days of the date such change occurs. O2 may require submission of identification documents proving the accuracy of data stated,

b) not to perform changes to Network equipment, including the SIM card, or to interfere with such equipment in any way whatsoever,

c) **(using Service in permitted ways only)** to only use Services in a manner, which is in line with these GC, written manuals and instructions, and which cannot negatively influence operation of the Network or any of its parts, or the quality of Services provided to other parties; the Subscriber agrees that breach of obligation under this provision may include cases such as the use of O2 SIM cards in devices enabling connection of calls originated on telephone numbers of subscribers of an alternative provider to telephone numbers of O2 Subscribers or vice versa (e.g. a GSM gateway) and also a system enabling communication between one provider and subscribers of another provider with the intention to by-pass the existing interconnect agreements,

d) **(use of approved equipment)** to only use Services via telecommunications terminals or other equipment, which meets the technical requirements for operation in Networks in the CR; O2 reserves the right to determine in the Operating Conditions, or as the case may be, in the Price List, that the Subscriber is only entitled to use Services using specific communications equipment with the prior written consent of O2. If a Subscriber's request for consent by O2 is not handled within 6 months of its receipt, it shall be understood that no consent was given;

e) **(Network and Services security)** to use additionally introduced methods of protection for the Networks and Services if this is to the benefit of the Subscriber or the Network,

f) **(payment for Services)** to pay for Services provided duly and on time in accordance with the GC, especially with art. 5, including prices for use of the networks of contractual operators and the Payment transactions,

g) to provide O2 with materials, or as the case may be, with documents for confirmation of their credibility and ability to meet their obligations,

h) **(data protection)** to protect personal and identification data of Subscribers and Users, operational, localisation data and the credibility of communication of physical and legal entities whilst providing Services, which they learnt of whilst using Services,

i) **(meeting in person)** to meet O2 in person subject to written request to do so due to serious reasons relating to provision of Services in order to discuss matters and to then abide by the instructions of O2 in the matter at hand,

j) **(misuse of benefits)** not to misuse benefits granted within a specific tariff or marketing campaign. Misuse means but not only (a) artificial or automatic generation of calls or messages (b) using of the benefits primarily for gaining some financial or non-financial profit for the Subscriber or a third party at the expense of O2 beyond the agreed size and (c) using of the benefits in an extent exceeding a reasonable maximum unless the Subscriber proves that this usage resp. consumption represents a standard Service usage or offers O2 a reasonable explanation of this behaviour.

5. Price, billing, payment conditions and sanctions

- 5.1 **Prices are given in Pricelists:** O2 Price Lists containing the valid pricing conditions and prices for Services can be viewed at Contact Points and are also available on the Website. The Pricelists specify prices in terms of tariffs. A tariff refers to a set of prices for each of the Services and set out conditions under which the prices, or potential discounts and free units, are applicable (weekend, peaks). The tariff may also include services provided free of charge; it is usually paid on a monthly basis in a form of a flat rate.
- 5.2 **Billing of deposits and securities:** After submission of a Proposal, O2 is entitled to bill the Subscriber the amount in line with the Price List for activation and as the case may be, a deposit or security. Deposits will be cleared or securities returned to the Subscriber in the agreed manner as soon as conditions for their return are met. If the conditions for clearance of deposits or return of securities are not met, O2 shall be entitled to set off such deposits or securities against its debts owed by the Subscriber in accordance with the para. 5.13 and at the same time to demand that the Subscriber top up the deposits or securities up to their original level, or if circumstances so dictate, demand their increase.
- 5.3 **The obligation to pay for the services :** The Subscriber is obliged to pay the price for Services provided subject to the conditions and at the level as set out in the Price List valid at the time the Services were provided. The parent who has concluded a Contract on behalf of an child, undertakes to settle the price for Services provided jointly and severally with the child.

5.4 Payment conditions:

- 5.4.1 **Electronic bill:** O2 issues the bill for Services in an electronic form free of charge. A hardcopy of the bill as a complement to the e-bill will be issued upon the Subscriber's request and for the price set out in the Pricelist. The e-bill shall be considered a tax document. Bills (invoices) will not be issued for a period in which the Subscriber does not receive resp. does not consume any Service.
- 5.4.2 **The types and scope of the bill:** O2 shall issue the bill according to type of Service. The Subscriber may order a summary bill with one item, or an itemised bill. Bills are issued in the extent set out in the pertinent legal regulations and measures of a general nature issued by the Czech Telecommunication Office (see www.ctu.cz; hereinafter referred to only as the "CTO").
- 5.4.3 **Bill distribution and invoice address:** O2 shall send the e-bill for Services with an indicated due date to the e-mail address notified by the Subscriber. The bill distribution date for mobile and fixed services is within 11 and 15 days respectively after the end of the billing period. The Subscriber is entitled to inspect an archive of issued e-bills on a secured web repository for a period of 12 months after issuing. The web site for consumers is www.mojeo2.cz, for business it is www.e-ucet.cz. If a hardcopy is ordered it will be sent as a regular mail through a holder of a mail license to the delivery address notified by the Subscriber within the Czech Republic (hereinafter referred to as the "invoice address"). In terms of identification of an Invoicing address, the Subscriber may also indicate a third party as the payer. O2 shall be entitled to present this third party with billing and communicate the level of any possible outstanding debts owed by the Subscriber to such a party. Change to an Invoicing address constitutes change to the Contract pursuant to para. 9.1 letter b). The billing period is a period determined by O2, which need not correspond with a calendar month. All services are delivered in the agreed extent and billed in individual billing periods. The usual length of a billing period is 30 or 31 calendar days and its beginning and end are indicated on the pertinent bill. After the closing of the period, O2 shall measure the actual consumption of Services based on traffic details and issue a bill containing flat fees and other agreed charges. The relevant date used for taxation purposes and defined in the Value Added Tax Act is the date of actual consumption. As to services in which this date is missing the Act defines, what is called "partial payment". Each partial payment is effective as of the day of issue of bill. If it is not possible to bill the Subscriber for a Service in a bill for the accounting period in which the Service was provided, this Service shall be billed for in terms of the bill for the next accounting period; this especially applies for billing of Services provided in Networks of contractual operators.
- 5.4.4 **Delay of a bill:** If in the case of Services in Mobile networks, a bill is not delivered to the Subscriber within 12 calendar days of the end of the billing period, the Subscriber shall be entitled to ask O2 for a copy of the bill, which shall be handed over to the Subscriber or sent to them in the agreed manner. In the case of Services in Fixed networks, this deadline is 16 days. If the Subscriber does not ask for a copy of the bill in the case of Services in Mobile networks within 18 calendar days of the end of the billing period, it shall be understood that this bill was delivered on the 12th calendar day after the end of the billing period. For Services in Fixed networks, the bill shall be regarded as having been delivered on the 16th calendar day after the end of the billing period unless the Subscriber requests a copy of the bill no later than 22 calendar days after the end of the billing period.
- 5.4.5 **Division of a bill:** In justifiable cases, e.g. if any change to legal regulations relating to pricing or taxation occurs, billing maybe divided into several tax documents.
- 5.4.6 **Due date and ways of payment:** The Subscriber shall be held liable for payment of the prices for Services provided being made at the level and by the maturity date as stated in the bill including when the bill is delivered to a third party. If no other maturity date is stated in the bill, payment is due within 18 calendar days of the end of the billing period for Services in Mobile networks and within 22 calendar days of the end of the billing period for Services in Fixed networks. Payment can be made subject to the conditions as set out by O2 in one of the following ways:

- a) direct debit from a bank account ,
- b) payment order from a bank account to the O₂ account number,
- c) via SIPO (direct debit) – only for fixed services.
- d) payment in cash at the post office using a type A postal order.

Cancellation of change to the method of payment shall be implemented from the next billing for Services where this is technically possible with a view to the receipt date of the request for cancellation or change to the method of payment. If a Subscriber chooses to make the payment via SIPO, their billing period will be changed to start on the 11th day of a calendar month and end on 10th of the following month.

- 5.4.7 **Direct debit:** In the event of payment by direct debit from an account, the Subscriber agrees that O₂ shall be authorised to collect the billed amount at any time after billing has been drawn up. If a direct debit payment fails for reasons on the part of the Subscriber of the financial institution, this shall not affect the obligation of the Subscriber to pay the bill by its due date. If a direct debit payment fails repeatedly for reasons on the part of the Subscriber of the financial institution, O₂ shall be entitled to cancel this form of payment by direct debit. O₂ must be demonstrably informed by the Subscriber of cancellation or change to the direct debit form of payment together with notification of the alternative form of payment, which will be used.
- 5.4.8 **Demand for payment of the price or security:** At any time before the end of a billing period, O₂ is entitled to send the Subscriber a justifiable demand for payment of the price for Services provided to the last address O₂ was notified of, or to hand over such demand in person to the Subscriber, or as the case may be, a demand for payment of the set deposit or security, if O₂ has justifiable suspicions that the Subscriber:
- a) is misusing Services, or
 - b) that they will fail to pay the amounts at the level of the price for Services provided, or
 - c) they are allowing a third party to misuse Services,
 - d) used Services at a level higher than their financial limit.
- The deposit shall be cleared in the bill for the current billing period. The security shall be returned to the Subscriber in the agreed manner as soon as conditions for its return are met.
- 5.4.9 **Settlement of the claim, variable symbol:** The obligation on the part of the Subscriber to pay the billed price is fulfilled at the moment of crediting of the pertinent amount marked with the pertinent variable symbol to the designated O₂ account. The variable symbol is always stated on the bill in question and may also be communicated to the Subscriber in another manner subject to request, for example by telephone. The subscriber is obliged to pay O₂ the billed amount including VAT. The ensuring of VAT in the sense of § 109a of Act No 235/2004 Coll. (VAT Act) is not possible without a prior written agreement of the Subscriber with O₂, for the conclusion of which on behalf of O₂ only the board of directors is authorised.
- 5.5 **Set-off by the Subscriber:** The Subscriber may only set off their debts against the debts of O₂ on the basis of prior written consent from O₂.
- 5.6 **Payment on the Service renewal:** If provision of Services was restricted or discontinued for the Subscriber for reasons created on the part of the Subscriber (e.g. the Subscriber failed to pay a bill by the due date), O₂ shall be entitled to demand payment of the price for renewal of provision of Services to the original extent, even in advance.
- 5.7 **O₂ procedure in case of a failure to pay bills:** If the Subscriber has failed to pay the price of Services provided as stated on a bill by the due date, O₂ shall demonstrably notify them of this and determine an alternative due date no sooner than one week from the delivery date of the notice or reminder. The Subscriber undertakes to pay for the cost of each such reminder and all costs relating to any possible collection of debts owed to O₂ by the Subscriber. After such an alternative deadline has expired in vain, O₂ may restrict provision of all Services to the Subscriber provided on the basis of the Contract by restriction of active access to each Service with the exception of making calls to the emergency services. O₂ shall not be held liable for damage or other injury caused to the Subscriber through this.
- 5.8 **Late payment interest and contractual penalty:** O₂ is entitled bill the Subscriber punitive interest from the date following creation of such delay until the date of settlement at the level as set out by the

valid legal regulations. The contractual penalty as agreed in the Contract may be billed and collected for non-adherence to or violation of contractual obligations. The Subscriber undertakes to settle punitive interest and contractual penalties no later than the deadline as stated in the call for payment. By payment of contractual penalties, the Subscriber does not become exonerated from their obligation to settle other outstanding amounts. The right of O₂ to claim compensation for damage is not affected by payment of contractual penalties.

- 5.9 **Reminders:** If the Subscriber fails to pay for billed Services by the due date, he may also be warned of such delay by O₂ using an electronic, voice or SMS message or other agreed manner.
- 5.10 **Procedure in the case of defect:** If it was only possible to use a Service partially or not at all due to a defect of a technical or operational nature on the part of O₂, O₂ shall provide a reasonable discount from the price or, subject to agreement with the Subscriber, ensure provision of the Service in an alternative manner if this is technically possible. A condition for this is that the Subscriber reports the defect to O₂ without unnecessary delay, or that O₂ learns of the defect in another manner and the Subscriber provides the essential cooperation in removing the defect (e.g. in the event of a defect to the connection cable to the terminal or at the terminal).
- 5.11 **Flat rates:** Unless set out otherwise by the Pricelist, the Subscriber is obliged to pay a stipulated price of the Service in full until the Service is cancelled.
- 5.12 **Collection agencies:** O₂ is entitled to authorise a third party with collection of its debts owed by a Subscriber who is in delay with payment of the price for Services provided. The Subscriber undertakes to deal with this party in the same manner as with O₂.
- 5.13 **The use of payments:** Payments made by the Subscriber may, as a rule, be used by O₂ in the following order:
- a) for settlement of the Subscriber's debts created in relation to Payment transactions or
 - b) for settlement of contractual penalties and debts owed to O₂ created for another legal reason than from provision of Services, even debts, which are not yet due, including any extras,
 - c) for settlement of debts owed to O₂ created for reasons relating provision of Services, including any extras.
- 5.14 **Unidentified payments:** Payments, which are not specifically indicated or which are indicated incorrectly, shall be regarded as unidentified payments and shall not be regarded as due and timely fulfilment of obligation by the Subscriber. As soon as O₂ ascertains such an unidentified payment, it shall take steps to ensure its return unless O₂ uses such payment pursuant to the circumstances as set out in para. 5.13.
- 5.15 **Change of the VAT regime:** The Subscriber is entitled to submit a written request for change to the mode of application of VAT for billing of Services provided. O₂ shall accommodate this request if the Subscriber proves fulfilment of the conditions as determined for the mode of application in question in the valid Act on VAT.

6. Databases of Subscribers and definition of operational and localisation data

- 6.1 **Subscriber database and operational and localisation data:** O₂ keeps an up-to-date database of its Subscribers, authorised representatives of Subscribers and Users (hereinafter also referred to as "Subject of the data") containing personal and identification data, operational and localisation data (hereinafter referred to as "Data"). Personal and identification data on Subjects of data in Subscriber database means namely: title, name, surname, addresses, personal ID number/identifier, date of birth, trading name, name, registered office, place of business, company ID number, numbers of documents submitted, telephone number, e-mail address etc., as well as information on payment history, bank details etc. **Operational data** means any data processed for the requirements of transmission of messages over electronic communication networks or for their billing (about telephone calls, data transmission, SMS and other Services provided by O₂), especially the calling line (A-number), called line (B-number), data call address (e.g. URL address), date, time, call duration, type of Service, details on using the services and service bonuses and the typical behaviour / call patterns of the Subscriber (such as regarding watching of movies from TV or video on demand) etc. **Localisation** data shall be understood to mean any data processed in electronic communications networks, which determines the geographical position of the Subject of the data's terminal, especially the number, name and location

of the Network terminal etc. O₂ shall protect Data to the maximum extent possible corresponding to the technical level of resources available.

- 6.2 **Processing of data needed for the provision of Services:** O₂ is entitled to process and use Data for purposes arising from the applicable legal regulations, for the provision of operation and the protection of Networks, for the provision of Services and Payment transactions, billing of Services and third-party Services and the performance of activities connected to the above activities in a necessary extent and over a time period needed for the fulfilment of the above purposes at the maximum during the effective period of the Agreement or until the full settlement of rights and duties arising from the Agreement or during a period set out in respective legal regulations unless otherwise stipulated in these General terms and conditions. In order to comply with § 65 Para 3 Electronic Communications Act, O₂ keeps a track of delayed payments and delinquent payers.
- 6.3 **Data sharing with other entities:** O₂ may transfer the Data relating to the provision of Service to other network operators and providers of electronic communications services in a relevant extent, in order to ensure connection and access to the network, for mutual billing and to prevent abuse of the network and electronic communication services and that O₂ is also entitled to hand over Data to the extent, which represent O₂ or otherwise protect the interests of O₂ in an authorised manner, or as the case may be, participate especially in creation, offer, modification, provision and operation of Services and Payment transactions or in operation and maintenance of Networks and systems for provision of Services, or as the case may be, to parties that make up a concern with O₂.
- 6.4 **Data processing for marketing purposes:** The Subject of the data agrees that O₂ in its own right or via a party as set out in para. 6.3 shall be entitled to process and categorize data for the purposes of offering Services and own products or services of the third parties and for marketing and commercial purposes, and to the extent as such Data was provided by the Subject of the data or resulting from the character of Services provided or in which O₂ gained this whilst providing Services or services relating to these. O₂ shall be entitled to process localisation data for the aforementioned purposes over the entire contract duration and/or until all rights and obligations arising from the agreement have been completely settled, or over a period laid down by the legislation or in accordance with it, or a period defined by these terms and conditions. The Subject of the data agrees that O₂ shall be entitled, for the purposes as set out in para. 6.4 and 6.6, to continue to process the name, surname, address and other contact data (including telephone numbers and e-mail addresses) for the Subject of the data even after settlement of rights and obligations from the Contract for the purpose of offering business and services.
- 6.5 **Data on claims and failures to meet commitments (SOLUS):** The Subject of the data grants their consent and their authorisation for O₂ to process personal data provided by the Subject of the data (to the extent of: name, surname, date of birth, personal ID number, address, name, trading name, place of business, Company ID number and information about the extent and nature of any possible violation of contractual obligations by the Subject of the data, the result of which is the existence of monetary debts at the level of at least two instalments or the existence of any monetary debts whatsoever owed to O₂ by the Subject of the data more than 30 days overdue) for the purposes of provision of information on violation of contractual obligations by the Subject of the data, including the scope and nature of such violation and the subsequent payment morals of the Subject of the data. The Subject of the data agrees for O₂, in order to protect its rights, to pass on the above-mentioned data for further processing by the SOLUS association, which O₂ is a member of and which keeps a database of parties (debtors) who have violated their contractual obligation to provide due payment for a service provided (i.e. a loan, leasing, insurance, credit card, hire purchase agreement, electronic communication service, supply of media etc.), or as the case may be, their legal successor. The Subject of the data agrees that the SOLUS association may use services of external processors when processing their personal data. The Subject of the data agrees that the SOLUS association may provide access to personal data processed in this manner including their personal ID number, directly or via processors to its members, exclusively for the above-mentioned purposes. This consent is provided by the Subject of the data from the date the Contract comes into effect and for a period of one year after the date of settlement of the last financial obligation resulting from such a Contract. A current list of members of the SOLUS association can be found on the www.solus.cz Website and is available at the registered office of O₂ or subject to request by telephone. The Subject of the data is entitled to information about their personal data which is processed by SOLUS, for their correction in terms of § 12 Act no.101/2000 Coll. of Personal data protection.(Hereinafter referred to "APPD") and in the case of suspicion of breach of duties during the processing of data O₂ may contact the SOLUS association or the Office for

the Protection of Personal Data (www.uoou.cz) to ask the organisation for taking adequate precautions or remedies. O₂ may extend processing to include further debtor registers without needing to gain additional consent from the Subject of the data. In such a case, O₂ shall only publicise information about the new debtor register. O₂ is entitled to check and evaluate the payment moral of the Subject of the data using debtor registers or other similar registers both on creation of the contractual relationship and also if necessary at any time over the duration of the Contract.

- 6.6 **Commercial notifications:** The Subject of the data agrees for O₂ to inform them about O₂ Services and products, or as the case may be, the services and products of other entities, usually indicated as a Commercial Message (or only "CM" ("OS" in Czech)), using their postal address, e-mail address, telephone number, using automatic calling equipment, by fax or in another similar manner including telemarketing.
- 6.7 **Subscriber list:** The Subject of data agrees that O₂ may enable other Subscribers or third parties to access the data of the Subject or data within the network. The Subject of data also agrees that O₂ may public his/her name, surname, address and telephone number or (in the case of business entity) the name of the business, the business address, registered resp. official address, e-mail or other agreed details and information as to whether the Subscriber wishes or does not wish to be contacted for marketing purposes, be published in a printed or electronic version of a telephone directory and enable O₂ to make the data available to potential applicants via the O₂ information service. O₂ will not disclose the data about the Subscribers to anyone who is not authorised to receive the subscriber directory or provide information service. The Subject of data also agrees with the publication of the data for other purposes of the public directory than for searching for contact details based on the person's name or the absolute minimum of further identification details such as search by industry or type of business.
- 6.8 **Monitoring of communication with O₂:** The Subject of the data agrees that communication with an O₂ point of contact (in an O₂ business premises or via customer line) may be monitored by O₂, solely for the purpose of ensuring evidence of transactions implemented, internal control of Services provided (increasing their quality and employee training) and also protection of the rights of O₂. Monitoring shall especially be understood to mean records of voice or data correspondence.
- 6.9 **Retraction and restoration of consent:** The Subject of the data is entitled at any time to retract their consent to processing of Data pursuant to para. 6.4, 6.6 and 6.7, by means of an explicit, comprehensible and definite declaration of will (e.g. in the form of a registered letter, telephone call to the customer hotline or as the case may be, other ways as set out on the Website) after due identification of the Subject of the data. O₂ may define the form of showing the will, which may differ based on the type of approval. The Subject of data must not refuse processing of data when this processing is a mandatory step stipulated by the country's law. In the case O₂ is given a consent from the Subject of data to process his/her data repeatedly, the meaning of data includes, unless otherwise stipulated by law, all data i.e. including that acquired before the giving of consent.
- 6.10 **Right to information:** The Subject of the data is entitled to information about Data, which O₂ processes in-house and the right to correction of such data, to the extent and subject to the conditions as set out in § 12 APPD. If the Subject of the data ascertains that O₂ is processing Data in conflict with protection of the private and personal life of the Subject of the data or in conflict with the law, the Subject of the data is entitled to explanation from O₂ or as the case may be, rectification of this state of affairs, especially with regards to blocking, implementation of corrections, supplementation or liquidation. If O₂ fails to accommodate such a demand by the Subject of the data for explanation or rectification of the state of affairs pursuant to the previous sentence, the Subject of the data shall be entitled to contact the Office for Personal Data Protection. Other rights of Data subjects and other information relating to data processing are set out by Sec. 21 of DPA, by Sec. 88 of ECA and on the web sites. Removal or correction pursuant to para. 6.9 a 6.10 shall be performed within a reasonable period of time, which corresponds to the technical and administrative possibilities open to O₂.

7. Claims

- 7.1 **Deadline for filing a complaint:** The Subscriber is entitled to make claims regarding prices billed or Services provided. The Subscriber is entitled to make **claims regarding prices billed with O₂** for prices billed without unnecessary delay, but no later than two months from the date of delivery of the bill for Services provided, otherwise this right expires. If no billing is provided with a view to the type of

Service provided, the Subscriber is entitled to make a claim within two months of the date the Service was provided. Submission of claims has no deferring effect on the obligation to settle billing for Services provided. The Subscriber is entitled to make claims for Services provided without unnecessary delay, but no later than two months from the date of defective provision of the Service, otherwise this right expires.

- 7.2 **Complaint handling:** O₂ is obliged to handle claims without unnecessary delay, but no later than one month from the date of delivery of the claim. If handling of the claim requires negotiations with a foreign operator, O₂ is obliged to handle the claim no later than two months from the date of its delivery
- 7.3 **Refunding and credit notes:** If a claim is found to be justified, the Subscriber shall be returned the amount for the Service being claimed for or the amount, which was incorrectly billed, within 1 month of the claim being handled, in the manner as explicitly determined by the Subscriber. Any overpayment or already paid amounts maybe set off by O₂ against any debts owed by the Subscriber. If pursuant to the valid tax regulations, it is evident that O₂ is obliged to issue a tax credit note, it is considered as delivered at the latest at the date of payment return or accounting by O₂.

8. Restriction or interruption of Service provision

- 8.1 O₂ is entitled to restrict or interrupt provision of Services for the period, which is absolutely essential, as follows:
- a) **(network security)** due to serious technical or operational reasons, especially if there is any danger of a serious decrease in the security and integrity of the Network as a result of damage or destruction of electronic communication equipment,
 - b) **(state of emergency)** in the event of crisis situations, especially in the case of a state of national armed readiness, natural disasters, threat to state security or epidemic,
 - c) **(legislation reasons)** if O₂ is obliged to implement such restriction or interruption pursuant to a valid legal regulation and/or decision by a state authority of the Czech Republic,
 - d) **(services and networks misuse)** if there is justifiable suspicion that the Subscriber or a third party has misused or is misusing Services or Networks via the Subscriber's terminal, or using a Service or Networks in a manner, which could negatively affect operation of the Network or any of its parts, or the quality of Services or Networks, or as the case may be, violate the rights of other parties in a serious manner. Use of Services in a different manner to that as set out in the GC or the Price List shall also be regarded as misuse of Services. O₂ is entitled to monitor operation of the Network and to use other appropriate technical equipment to ascertain or check for misuse of Services.
 - e) **(exceeding the limit)** if the Subscriber has exceeded the financial limit as set out pursuant to para. 3.2 letter b).
- 8.2 O₂ is entitled to restrict or interrupt provision of all Services, with the exception of calls to the emergency services if despite warning, the Subscriber:
- a) **(violation of obligations)** violation of Contractual Terms and Conditions, including obligations set out in the Special offer,
 - b) **(unapproved services)** Network and Services are used for other purposes than defined in Art. 1,
 - c) **(failure to pay the price after reminder)** is in delay with payment for Services provided even after expiry of an alternative deadline lasting seven days from delivery of a reminder,
 - d) **(unapproved equipment)** uses equipment, which does not meet the technical requirements for operation in the CR,
 - e) **(refusal to pay a security)** refused to pay a deposit or security, or to provide another form of guarantee as determined by O₂,
 - f) meets the conditions for restriction or suspension of services according to Art. 9.14.2,
 - g) **(Subscriber prevents communications)** failed to take receipt of or it was not possible to deliver letters, bills, reminders and other written matter sent by O₂ to the Subscriber to their last known address held in the O₂ database, or if the Subscriber refused to take receipt of such letters.

- 8.3 **Death of the Subscriber:** O₂ shall interrupt provision of Services in the event of the death of the Subscriber, subject to request by such person as provides a death.
- 8.4 **Equipment causing damage to network:** On the basis of consent by the CTU, O₂ is entitled not to connect, to disconnect or to take out of use such devices, which although they meet the technical requirements, cause damage to the Network, damaging interference or interruption to the functioning of the Network. Subject to exceptional circumstances and after meeting the conditions as set out by legal regulations, O₂ is entitled to disconnect a device, even without the consent of the CTU if this is absolutely essential for protection of the Network.
- 8.5 **Renewal of services:** If the Subscriber redresses the defective state pursuant to the previous provisions by the deadline, which O₂ determines, O₂ shall renew provision of Services to the original scope pursuant to para. 5.6.

9. Service installation, modification and cancellation

- 9.1 After conclusion of the Contract, the Subscriber is entitled to submit a request for change to the Contract, especially as follows:
- a) request for change to the identification data pursuant to para. 2.2,
 - b) request for establishment, change to the settings including change to Invoicing addresses, or cancellation of Services.
- 9.2 **Filing a request for contract amendment:** Requests for change are submitted in the manner as set out by O₂, usually in written form on the designated O₂ form. Forms for making requests for change are available at Contact Points and on the Website. Request for change must always include the requested information for the change in question on the appropriate form and must be sufficiently definite.
- 9.3 **Use of the identification code by the authorised Subscriber:** Subject to the conditions as set out in the pertinent Operating Conditions, the Authorised Subscriber is entitled to request establishment, change to settings or cancellation of selected Services using an Identification Key. The Authorised Subscriber is obliged to protect the Identification Key against loss, theft, divulgence and misuse. When using the Identification Key, the rule applies that all operations performed after due entry of the Identification Key at any time until such moment as O₂ is notified of any possible loss, theft, divulgence or misuse of the Identification Key, shall be deemed legal acts obliging the Authorised Subscriber.
- 9.4 **The same data as on the contract making:** The rights and obligations of O₂ and the Subscriber pursuant to para. 2.2. shall be applied in relation to data, which the Subscriber states in the application for change to the Contract.
- 9.5 **Change of identification data:** The Subscriber is obliged to always submit their request for change pursuant to para. 9.1 letter a) without unnecessary delay after change occurs to the identification data, which the Subscriber communicated to O₂ (e.g. change to their trading name or name, legal form, registered office address, residency address or place of business, Company ID number and Tax ID number for the Subscriber).
- 9.6 **The scope of the of the application for a change:** Unless the Subscriber explicitly states that change pursuant to para. 9.1 letter b) should relate to a specific Service, it shall apply that they are requesting change in relation to Services for which this is technically and operationally possible. If a specific Service or several Services are stated in the request, it shall be understood that the Subscriber is requesting change to settings or cancellation only in relation to these Services. In case of any doubt, O₂ shall be entitled to request specification of the Subscriber's request, especially if it is not clear, which Services the request relates to. In such a case, deadlines for handling requests do not begin until delivery of specification.
- 9.7 **Service installation:** If the Subscriber requests establishment of other Services, article 2 shall be applied accordingly.
- 9.8 **Change to Service settings** consisting of change to the tariff chosen by the Subscriber or change to the pricing plan in general, this being in general permitted only once during the billing period in question and other conditions may result from the Price list.

- 9.9 **Notice – Service cancellation by the Subscriber:** The Subscriber may submit a request for cancellation of Services:
- 9.9.1 **(significant change of terms and conditions resulting in a worsened position)** if O2 one-sidedly carries out a significant change of Contractual terms and conditions resulting in a worsened position of the Subscriber in the sense of paragraph 17.6, the Subscriber is entitled to request the cancellation of the Service from the moment when this given change becomes valid and the Service will be cancelled as of the day when the request is delivered to O2 or in case of a phone cancellation on the day when the Subscriber is identified via a ČVOP (notice number from the operator you are leaving); at the same time a Subscriber who has a Special offer arranged will not be charged a sanction for premature termination of a Special offer, or
- 9.9.2 **(measures to protect Network)** if O2 introduces additional measures for protection of the Network pursuant to para. 3.2. letter f). The Service shall be cancelled on the last calendar day of the pertinent billing period in which the request was delivered to O2, whereas the Subscriber is obliged to submit this request no later than 15 calendar days from introduction of such additional measures for protection of the Network, or
- 9.9.3 **(transfer of subscription)** if a third party submits a Proposal to O2 or request for establishment of Services (Specifications) with the consent of the Subscriber, relating to the same telephone number. Cancellation shall become effective as of the date when, in terms of art. 2, the Proposal or the request for establishment of Services by such third party is approved. In such a case, O2 must receive such request from the third party on establishment of Services and the request from the Subscriber on cancellation of Services at the same time, or
- 9.9.4 **without stating their reasons;** in such a case, the Service shall be cancelled on expiry of a cancellation period which lasts for 6 weeks which begins on the first day following the delivery of the request for cancellation of O2 Services, unless determined otherwise in the Operating Conditions.

Termination by phone (primarily): Request for the termination of Service by notice should be sent primarily by phone via a dedicated O2 line. The day on which the Subscriber clearly shows his will to terminate the Service will be regarded as the day of delivery of notice to O2 which is the relevant date for the counting of the notice period. After the receipt of the notice, O2 shall promptly send to the Subscriber's private or business address a specific CVOP (i.e. a unique identification code) which identifies each Subscriber in relation to the notice. **The Subscriber may use CVOP** at his own discretion for the following:

- a) **Cancellation of Service including telephone number** by identifying himself /herself through CVOP via a dedicated O2 line not later than 3 (three) workdays before the expiry of the notice period or
 - b) **Cancellation of Service with the porting of number to a new provider** by identifying himself /herself through CVOP to the new provider not later than two workdays before the expiry of the notice period or (see Art. 9.15),
 - c) **Subscriber may use CVOP also for the withdrawal of termination notice** by not using CVOP in any of the above ways (a or b). In the event of written notice the request for withdrawal must be delivered to O2 in writing. Delayed requests for number porting may result in O2 cancelling the Service including the telephone number once the notice period expires.
- 9.10 **Approval of the request for a change:** Unless stated otherwise for specific Services in the Operating Conditions, O2 shall approve or reject a request for change within 5 working days of its delivery to O2. Implementation of the requested changes shall be understood to mean approval. A request for change will be approved if the Subscriber meets the conditions subject to which such change is made. A request for cancellation of a Service shall also be regarded as having been approved if O2 has not sent notification of rejection of this to the Subscriber within 20 working days. A request for change becomes part of the Contract at the moment of approval.
- 9.11 **Limitations as to the amendments to the contract:** O2 is entitled to subject performance of changes to the Contract pursuant to para. 9.1 letter b) to the condition of provision or increase in the

level of security or deposit, settlement of all O2 debts owed by the Subscriber or both of these conditions at the same time. O2 is entitled to restrict the number of changes to the Contract if restriction or interruption of Service provision pursuant to art. 8 occurred, as well as during the course of a contractual notice period.

- 9.12 **Other than written amendments:** O2 may, as it sees fit, waive the requirement for request for change to the Contract being made in writing pursuant to para. 9.2 In such a case, change to the Contract shall be made on the basis of identification of the Subscriber using their Identification Key or in another manner as determined by O2.
- 9.13 **Cancellation of Services and term of the Contract:** The contract is not terminated by cancellation of a Service. Other Services provided to the Subscriber remain unaffected thereby. Under the condition that Subscriber has not any commitment for the specific period or volume usage (e.a. Framework commitment) the contract is terminated by cancellation of all Services,
- 9.14 **Notice – cancellation of a Service by O2:** The Service can be cancelled by O2 upon notice in the following cases:
- 9.14.1 **(violation of the Subscriber's obligations):** The Subscriber intentionally provided wrong personal or identification data or constantly failed to pay timely or at all for the billed Service ; the Service may only be cancelled after the Subscriber has been demonstrably notified thereof. A constant failure to pay in time means at least two consecutive overdue bills. A constant failure to pay refers to the existence of three consecutive overdue bills. Should the Subscriber remit the overdue bills until the deadline specified in the Notice, the Notice shall be disregarded and provision of Services will be automatically reinstalled.
- 9.14.2 **(liquidation or insolvency)** The Subscriber entered into liquidation or has been subject to bankruptcy or insolvency proceedings, the motion for commencing of an insolvency proceedings was dismissed as a result of violation of the obligation according to Sec. 122 (2) of the Insolvency Act during the mandatory moratorium, or it has been subject to the execution by the sale of the entity. In such cases, along with sending a notification on the Service cancellation, O2 is entitled to limit, or as the case may be suspend the Services without any prior notice.
- 9.14.3 **(misuse of Services)** Due to reasons specified in Art. 8.1 (d) and Art. 8.2
- 9.14.4 **(performance constraints)** Due to technical, operating or economic reasons it would not be justified to demand that O2 continue to provide the Service.
- Notice period on Service cancellation from O2:** The service is cancelled after a 1-month notice period is through. The notice period commences on the day the notice is sent to the Subscriber provided that the Service is cancelled by O2.
- 9.15 **Porting of number to another provider:** During the notice period pursuant to point 9.9.1, 9.9.2 a 9.9.4 hereof, subscribers may ask for porting their number to another provider. The request for porting of number must be presented to the new service provider with the Subscriber using as identification a valid CVOP code, however, not later than on the last but one workday before the elapse of the notice period. The term for porting of telephone number takes four workdays starting from the first workday after the day on which the request for porting of number is delivered to the new provider. It is allowed to port the telephone number as of the end of the notice period. Unless the end of notice period falls on a workday Subscriber may ask for the porting of number on the nearest previous workday regarded as the approval of the shortening of the notice period. By porting the number the provision of the service by O2 will be ended. If the request for porting is delivered to the new provider later than on the fourth workday before the end of the notice period the number will still be ported, however, the provider does not guarantee a smooth provision of service on the given telephone number. Unless otherwise specified, the result of the porting of number will be as follows:
- a) all Services installed on the ported number will be de-installed in the Mobile network and
 - b) a service explicitly requested by the Subscriber in connection with the porting process will be de-installed in the fixed network; the rest of the Services installed on the ported number will be preserved and continue to be provided under a new telephone number.

Due to technical reasons, it is not possible to port a number in the case the Service is cancelled or suspended (see Article 8) before the delivery of request for number porting from the old provider.

10. Termination of a Contract

- 10.1 Conditions valid for the cancellation of an individual Service under Para. 9.9, 9.14 and 9.15, will be applied to the termination of the whole Agreement. Termination of the Contract does not exonerate the Subscriber from their obligation to pay O₂ the price for Services provided, including punitive interest and contractual penalties, or their liability for any possible damage.
- 10.2 **Death of the Subscriber:** The death of the Consumer shall result in the ending of the Contract. Each case of death requires the submission of relevant evidence. O₂ may allow the legal heir to become the successor to the Subscriber contract with all rights and obligations arising herefrom.

11. Liability for damage and compensation for damage

- 11.1 **Exemptions from responsibility:** O₂ is not obliged to pay the Subscriber or the User compensation for actual damage or loss of profit, which is created as a result of:
- a) restriction, interruption, non-provision or defective provision of Services,
 - b) exceeding capacity limits, defects, repairs or maintenance to the Network or its parts, or as the case may be, the nature of technology used,
 - c) changes to the Contract in a manner other than in writing,
 - d) loss, theft, divulgence or misuse of access codes, Identification Keys, PIN, PUK and all other codes, which the Subscriber is obliged to protect against loss, theft, divulgence and misuse (hereinafter referred to only as "Codes"),
- 11.2 **O₂ responsibilities:** In other cases not mentioned in para. 11.1, O₂ shall be held liable for damage to the level of three times the average monthly Service payments in each individual case.
- 11.3 **Subscriber responsibilities:** The Subscriber shall be held liable for damage, which is created to O₂ as a result of:
- a) violation of the provisions of the Contract, GC, Operating Conditions or obligations as set out in the Price List or Claim Regulations or violation of a valid legal regulation by the Subscriber and also the user (third party) unless the Subscriber proves otherwise,
 - b) use of telecommunication terminals, which interfere with operation of the Network,
 - c) unauthorised interference with a Network terminal, SIM card, telecommunication terminal or other equipment,
 - d) use of telecommunication terminals or other equipment, which is not intended for operation in the CR or which does not meet the technical requirements determined by the special legal regulation,
 - e) damage to the Network or equipment, including damage created in relation to this by a third party.
- 11.4 **Misuse of Services and Codes:** The Subscriber shall be held liable for misuse of Services, SIM cards, Codes or telecommunication terminals, as well as for overwriting IMEI codes on terminals and for damage to terminals and for damage caused through this to O₂. The Subscriber is obliged in such a case to pay the price for Services provided until such time as O₂ receives notification from the Subscriber on misuse or theft of a SIM card, misuse of a Code or misuse or theft of a terminal or other equipment.

12. Legislation and court competence

- 12.1 **Czech law** The Contract and all contractual relations established on the basis of the Contract and GC shall be governed by the legislation of the CR. Irrespective of the date of origin, all obligations pursuant to the Contract will be interpreted under relevant provisions of Act 89/2012 of Coll., Civil Code. All debts and receivables accrued before coming into effect will be ruled by the current legislation.

- 12.2 **Powers enjoyed by CTO, courts, CNB and a financial arbiter:** In disputes between O₂ and the Subscriber or the User, resulting from contractual relations regulated for by these GC or on their basis, the CTO is competent to pass judgement. Courts shall be competent to pass judgement on matters in cases and subject to conditions as set out by law. The court, which is competent for judicial proceedings held against a foreign party, is always the the court in the CR, which is locally pertinent for the registered office of O₂. The previous sentence shall apply accordingly with regards to the competence and pertinence of the CTO. The supervisory body for payment services pursuant to article 15 of the GC and Act No 284/2009 Coll. is the Czech National Bank, having its registered office at the address Senovážná 3, 115 03 Prague 1 (www.cnb.cz). Considering disputes relating to payment services, a motion to commence a financial arbitration can be filed according to Act No. 229/2002 Coll.

13. Special Offers by O₂

- 13.1 **Applicability of a Special Offer:** If the Subscriber meets the set conditions and requests establishment of Service or change to Service settings subject to conditions of any special offer as set out in the Price List or Operating Conditions for the Service in question (hereinafter referred to only as "Special Offer"), the conditions of such Special Offer and the conditions as set out in this article shall apply to the Subscriber. The period of duration of the Special Offer over which these conditions apply to the Subscriber shall commence on the date of establishment of the Service or effectiveness of the pertinent change in Service settings and end on expiry of the period as stated in the Price List, other O₂ price list, the Special Offer or in the Contract (hereinafter referred to only as "Period of Duration of the Special Offer"). The Subscriber is obliged to duly use Services for the whole Period of Duration of the Special Offer, to adhere to Contractual Conditions and to duly and on time pay O₂ for the entire Period of Duration of the Special Offer the agreed monthly fixed charge for the Service and also any prices for Services used beyond the framework of the monthly fixed charge and amount of Payment transactions. O₂ has a right to bill at very least the amount of the monthly fixed charge for the Service for the entire Period of Duration of the Special Offer. This does not affect the right to minimum performance pursuant to para. 13.4
- 13.2 **Generally speaking, Special Offers cannot combine:** By using a Special Offer, the Subscriber can gain goods or Services for a discount price, or other benefits as set out in the Special Offer. Individual Special Offers of the same type or or different types cannot be mutually combined unless determined otherwise by O₂.
- 13.3 **Activation period:** Establishment of a Service or activation of equipment requested by the Subscriber in terms of a Special Offer occurs by the deadline as set out in the Operating Conditions or in the Price List, otherwise within 10 days of submission of the request.
- 13.4 **Minimum commitment:** If the Subscriber uses a Special Offer and at the same time makes a commitment to ensure minimum fulfilment in terms of this, the Subscriber shall be obliged to at least pay a monthly amount for O₂ Services corresponding to the level of the agreed minimum fulfilment for the period as set out in the Special Offer. Amounts billed for Payment transactions are not included in the level of minimum fulfilment. If over the course of the period as set out in the Special Offer the Subscriber uses a lower value of services that the level of minimum fulfilment in any of the billing periods for O₂ services, O₂ shall be entitled to bill the Subscriber an additional fee at the level of the difference between the amount billed for actually provided Services and the level as agreed for minimum fulfilment and the Subscriber shall be obliged to pay this.
- 13.5 **Sanctions for a premature termination of a Special offer:** If a subscriber requests a Service cancellation on a day preceding the last day of the Special offer Validity period, they are obliged to pay a lump sum compensation for services not taken (i.e. for premature termination of the commitment to use a service for a pre-arranged period of time). The Subscriber makes a commitment to pay this lump sum compensation. The amount of this sanction for the subscriber is one fifth of the total of monthly fees (based on the current monthly fee with VAT) remaining until the end of the Validity Period of the Special offer and the difference between the final subsidized selling price and the standard price of O₂ goods based on the pricelist.

A Subscriber who is not a consumer is not entitled to cancel the Service during the Validity Period of the Special offer if the period for the Service cancellation terminates on a day that antecedes the last day of the Validity Period of the Special offer. The request for a Service cancellation and a Contract

notice submitted by the Subscriber in discrepancy with the previous sentence is invalid. If O2 and the Subscriber who is not a consumer come to an agreement to terminate the Special offer prior to its Validity period, this agreement is conditioned by the settlement of all due billings for the Services provided to the Subscriber and by the payment of a lump sum compensation in the agreed amount by the Subscriber. The amount of this sanction for the Subscriber who is not a consumer is the total of monthly fees (based on the current monthly fee with VAT) remaining until the end of the Validity Period of the Special offer and the difference between the final subsidized selling price and the standard price of O2 goods based on the pricelist.

13.6 **Restrictions valid for the Service suspension:** During the Validity period of the Special offer only the following can request to have the providing of the Service suspended:

- a) by the Subscriber over the duration of guarantee repair of a mobile telephone or other equipment gained in terms of the Special Offer, from the period of acceptance of such equipment for repair until the date when repair should be performed, unless they agree otherwise with O2.
- b) by the Subscriber if theft or loss of a SIM card or mobile telephone or other equipment gained in terms of a Special Offer occurs, for a maximum period of 14 days. Before this period expires, the Subscriber shall be obliged to request renewal of Service provision and to pay the charge for renewal as set out in the Price List.
- c) by a person as determined pursuant to para. 8.3 for the period until completion of inheritance proceedings.

13.7 **Contractual fine:** If the Subscriber violates their duties based on the Contract and General Terms and Conditions during the Validity period of the Special offer, i.e. especially if the payment of their billing is delayed by more than 65 days, O2 is entitled to request a contractual fine to be paid by the Subscriber. The amount of this contractual fine for the subscriber is one fifth of the total of monthly fees (based on the current monthly fee with VAT) remaining until the end of the Validity Period of the Special offer and the difference between the final subsidized selling price and the standard price of O2 goods based on the pricelist. The amount of the contractual fine for the Subscriber who is not a consumer is the total of monthly fees (based on the current monthly fee with VAT) remaining until the end of the Validity Period of the Special offer and the difference between the final subsidized selling price and the standard price of O2 goods based on the pricelist. The obligation to pay the contractual fine arises from the infringement of duties and the Subscriber is obliged to pay the fine within the period specified in the notification issued by O2 at the latest. Even when the contractual fine is paid O2 still has the right to request the payment of damages caused by the infringement of Subscriber's duties.

13.8 **Special offers without a contractual penalty:** Unless a contractual penalty is agreed in the conditions of a concrete Special Offer, O2 has the right to bill the Subscriber in compliance with paragraph 13.1 for the entire Period of Duration of the Special Offer. In the case of non-settlement of billing pursuant to article 5 of the GC, the provision of Services may be restricted or interrupted for the duration of the delay with payment. In such a case the Service will be cancelled at the latest with the end of the Period of duration of the Special Offer. The Subscriber's right as mentioned in Art. 13.5 is not affected.

14. Pre-paid Services in the Mobile network: The provision of prepaid mobile services shall be governed by separate service conditions.

15. Payment Transactions

15.1 **The Subscriber is entitled to file orders for payment transactions:** If the Operating conditions of a concrete Service allow it, in addition to the use of electronic communications services, the Subscriber will be authorised to give orders via the Network and technically capable customer premises equipment (electronic communication equipment) for the performance of payments of funds to the payment accounts of persons who have concluded a contract with O2 for the managing of such accounts (referred to hereinafter as "Partners") in the manner pursuant to para. 15.2. (referred to hereinafter as "Payment Transactions"). For the purposes of these GC services of Payment Transactions are considered to be a part of the Services, unless otherwise is implied from the context of the use of the term Service.

- 15.2 **Ways of filing a payment order:** An order for the performance of a Payment Transaction may be made by the following methods:
- a) by calling a telephone number with a special prefix (so-called audiotex) for a certain time,
 - b) by sending an SMS or MMS with designated chain of characters to a special number (so-called Premium SMS or Premium MMS),
 - c) by means of data connection for a certain time via a dial-up connection in the Fixed Network to a number with special prefix (so-called Datarif),
 - d) by confirmation of the order on a certain link on the internet or wap page designated by the Partner (these steps also referred to hereinafter just as "Making an Order").
- The amount of the Payment Transaction** (i.e., amount which should be transferred on the basis of the order for the making of a Payment Transaction) is calculated according to the length of the call on the audiotext line, length of data connection or according to the number of sent Premium SMS or Premium MMS, or it is designated by the link on the internet or wap page. Further information and binding parameters of the Payment Transactions are given in the Pricelist.
- 15.3 **Payment transactions can be used to pay for:** Pursuant to para. 15.2 a Subscriber can use Payment Transactions to pay for goods and services provided by Partners or persons who provide their services in compliance with the conditions designated by O₂ and the Partners (Partners and these persons referred to hereinafter only as "Traders") and these may be goods which are:
- a) provided or delivered by post or courier, received in person in a place of business, issued by electronic equipment or otherwise, or supplied via electronic communication equipment of the Subscriber, but used in another manner (for example, SMS travel tickets);
 - b) supplied to the electronic communication equipment and which are used directly by the electronic communication equipment.
- 15.4 **Payment transactions procedure:** By Making an Order, the Subscriber agrees with the performance of a Payment Transaction; this shall thus also apply if it allowed for another person the making of an order for performing a Payment Transaction. An order is accepted from the part of O₂ as of the moment of ending of Making an Order, unless it is rejected without undue delay. The Subscriber cannot revoke a payment order or its consent to a Payment Transaction after it has been accepted from the part of O₂.
- 15.5 **Payment transactions at Prepaid Services** shall be governed by separate service conditions.
- 15.6 **O₂ ensures crediting to payment accounts:** O₂ will ensure that monies are credited to the payment accounts of the relevant Partner at the latest within two working days from the making of an order for the performance of a Payment Transaction; the regulation of periods for the performance of payment transactions in the Payments Act is not applied. O₂ is responsible for the incorrect performance of a transaction to the relevant Partner.
- 15.7 **O₂ may set up financial limits:** O₂ is authorised to designate the financial limits for the day and for the billing period. If the Subscriber reaches the financial limit designated for the given type of Payment Transaction pursuant to para. 15.3, before the performance of a further transaction O₂ shall be authorised to require the payment of surety (or an advance) for paying for the liabilities of the Subscriber arising in connection with the Payment Transactions. In the case of the exceeding of the financial limit or non-payment of the surety by the Subscriber, O₂ is authorised to refuse the performance of the transaction. The Financial limits and surety are dealt with in the Pricelist. O₂ is also authorised to designate the limits for one Payment Transaction or expenditure limit.
- 15.8 **Payment transactions relating to the bill:** O₂ will inform the Subscriber of the performed Payment Transactions in a separate part of the billing pursuant to article 5 of these GC for the next possible billing period after the making of the Payment Transaction. This information is made accessible to the Subscribers using Prepaid Services at the Branded Stores upon request. A person making a request must prove that he is the authorised Subscriber for the submitted SIM card for which he requests information.
- 15.9 **Protection of the Subscriber against misuse and the obligation to notify of the loss of the equipment:** The Subscriber is obliged to adopt all reasonable measures to protect electronic

communication equipment. In the case of the theft or loss of electronic communication equipment, the Subscriber shall have a duty to report this fact to O₂ without delay. The notification can be made free of charge by notification on a telephone line or by written announcement, and on the basis of this announcement, the performance of Payment Transactions or provision of Services will be blocked. A breach of this duty by the Subscriber shall be considered a gross breach of the Contract from the part of the Subscriber.

- 15.10 **Complaints relating to payment transactions:** The Subscriber is obliged to lodge any complaint against the performance of a Payment Transaction (i.e., that in the sense of para. 15.2 the call was not made, the SMS was not sent, the billed length or number of calls/units does not correspond with the traffic data of the exchange, the order was made from lost or stolen electronic communication equipment, the Subscriber did not give consent to the Payment Transaction etc.) without undue delay, but at the latest 2 months from the date of delivery of the billing (para. 5.4.4) in writing to the address of O₂ headquarters. The provisions of para. 17.7 apply to Payment Transactions mutatis mutandis. After the expiry of the period, it shall be assumed that the Payment Transaction was made with the parameters specified in the billing. For Prepaid Services the periods begin from the moment of the issue of an order for a Payment Transaction. O₂ shall not bear the burden of proof relating to the conditions of the Payment Transaction in the sense of § 120 para. 1 of the Payments Act.
- 15.11 **Subscriber's liability to pay for payment transactions:** The Subscriber shall bear the loss from Payment Transactions performed via lost or stolen electronic communication equipment in the context of Prepaid Services up to an amount corresponding to 1500 euros, and in other cases according to the law. But if the Subscriber caused this loss through its fraudulent behaviour or by the fact that it breached any of its duties intentionally or through gross negligence, it shall bear such a loss in full. The Subscriber shall not bear a loss from Payment Transactions performed via lost or stolen electronic communication equipment if the loss arose after the Subscriber announced the loss, theft or abuse of electronic communication equipment pursuant to para. 15.9.
- 15.12 **Payment of charges for payment transactions:** The Subscriber is obliged to pay the amount due to O₂ on the basis of the Subscriber's order for the performance of a Payment Transaction along with the price for the Service within the maturity period of the billing. The Subscriber is also obliged to pay O₂ the fees for the performance of the Payment Transactions at a price pursuant to the Pricelist. A Subscriber who has given an order for the performance of a Payment Transaction agrees in particular with the application of para. 5.4, 5.5, 5.13 and 5.14 of these GC. Subscribers utilising Prepaid Services agree with a reduction in Credit by the amount of the Payment Transaction. The submission of a claim pursuant to para. 15.8 has no delaying effect.
- 15.13 **Liability for ordered products and services:** O₂ bears no liability for faults of goods or services paid for by means of Payment Transactions. The Subscriber is authorised to assert claims from such faults, from the non-provision of services duly and on time or the non-delivery of goods only directly with the relevant Trader.

16. Delivery of messages

- 16.1 **Ways of communication and written deeds:** The Subscriber acknowledges that O₂ is entitled to send all messages, requests, warnings, reminders and other documents (hereinafter referred to only as "messages") to the Subscriber's address, Invoicing address and/or telephone number.
- 16.2 **Delivery of notifications:** For the purposes of these GC, a message shall be regarded as having been delivered if:
- a) delivered by a party, which provides postal or courier services, to the address stated by the Subscriber. Messages, acceptance of which was refused by the recipient or which were not collected by the recipient over the period of their storage shall also be regarded as having been delivered even if the recipient did not learn of their having been stored or if returned to O₂ as undeliverable. Messages delivered from O₂ are usually posted as regular letters. Especially messages relating to contractual conditions may be posted as recommended letters.
 - b) delivered in electronic format by e-mail, SMS, MMS, telegram or fax or entered into the O₂ information system (Electronic account) for the purpose of providing access to Subscribers.

- Delivery of messages in the case of SMS or MMS shall be regarded as successful on provision of confirmation by the exchange that the message was sent to the telephone number.
- c) in the event of a voice call, messages shall be regarded as having been delivered if the call is connected, if a message is recorded in the Subscriber's voice mail box operated by O₂ or after three failed attempts to connect the call, whereas the interval between individual calls may not be shorter than six hours. Repeated calls do not have to be made to numbers which disable making of calls due to service fraud.
- 16.3 If messages are sent by e-mail, this occurs exclusively subject to request by the Subscriber, who thereby provides their consent to sending of e-mails without protection.
- 16.4 In accordance with § 63 article 9 of the Electronic Communications Act if the Contract is closed or changed outside of usual business premises or using a means of communication from a distance O₂ hands over information about substantial requisites of the Contract to the consumer in a way that the consumer chose for sending or archiving of their billing (article 5.4.3.).

17. Joint, transitional and closing provisions

- 17.1 **Old contracts remain valid:** All legal relations in the field of provision of Services created between O₂ and the Subscriber before these GC come into effect remain valid, shall be regarded in total as a Contract in terms of art. 2 and shall be governed by these GC. Individual contractual relations shall be regarded as Services established pursuant to art. 2 on the basis of the Contract. Settings of Services do not automatically change thereby. O₂ is entitled to request supplementation or evidence of data from the Subscriber to sufficiently identify them. General contracts, pricing plans and similar documents used to regulate the conditions for provision of Services shall also be regarded as part of the Contract.
- 17.2 **Validity of prior forms:** For a temporary period, starting with the effectiveness of these GC, contractual relations may also be conclude for operational and technical reasons on the part of O₂ on the basis of printed forms used until these GC come into effect.
- 17.3 **One Subscription Contract** :If the Subscriber have established more than one Service (this does not relate to Prepaid Services), all Services are regarded as a part of one Contract and each other shall be regarded as change to the Contracts already concluded pursuant to art. 9.
- 17.4 The provisions of the GC, the nature of which so determines, shall also apply after the Contract has ended until complete settlement of all rights and entitlements resulting from the Contract.
- 17.5 **Contractual terms and conditions and their modifications:** O₂ is entitled to change, complete or cancel individual documents forming the Contractual terms and conditions when changing technical, operational, business or organizational terms and conditions by O₂ or on the market of providing electronic communications services as well as for reasons when generally binding legal rules are changed. O₂ is obliged to publish information about these changes in each of its premises and on its websites. At the same time O₂ is obliged to inform the Subscriber about the publication of information about the Contract changes.
- 17.6 If the contract change is significant and it results in Subscriber's worsened position, O₂ is obliged to inform the Subscriber, whose Contract contains provision about compensation in case the contract is terminated prior to the time when the Validity period of the Special offer runs out, about their right to cancel the concerned Service on the day when the change becomes valid without a sanction if they do not accept the new terms and conditions. This information is provided to the Subscriber in a way that Subscriber chose for having their billing sent.
- 17.7 **In case of any doubts, O₂ systems prevail:** In the event of any doubt as to whether a service was provided or whether an act (call, sending of electronic or fax messages, collection of reading of the item in question in the O₂ system, reports, requests, reminders etc.) was performed, the printout from the exchange's operation or from the O₂ system or that of the pertinent roaming operator shall be decisive.
- 17.8 A Czech version of the documents forming the Contractual Terms and Conditions are binding. Translations to other languages are of an informative nature only.

- 17.9 These General Terms and Conditions become valid on December 4, 2014. These General Terms and Conditions apply to new contractual relations and changes apply to current contractual relations closed from December 4, 2014, onwards. These General Terms and Conditions apply to other contractual relations when the period of one month after the Subscriber was informed about the change runs out.

Prague, date December 3, 2014

O2 Czech Republic a.s.
board of directors