



## General Conditions on the Provision of Electronic Communication and Other Dial Telecom Services

### 1. Subject of General Conditions

**1.1.** The General Conditions of the provision of electronic communication services (hereinafter only the "General Conditions") specify the conditions under which Dial Telecom a.s. provides its electronic communication services and other possible services to Subscribers.

**1.2.** The General Conditions are an integrated part of every contract for the provision of electronic communication services entered into by Dial Telecom a.s. as the service provider (hereinafter only the "Provider") and a physical or legal person as a service subscriber (hereinafter only the "Subscriber").

**1.3.** These General Conditions are also an integrated part of contracts other than the contract for the provision of electronic communication services entered into by the Provider and the Subscriber if agreed on by both Contracting Parties.

**1.4.** The services are provided on the territory of the Czech Republic.

### 2. Definition of Basic Concepts

The following words in these General Conditions have the meanings given below. Their meanings shall remain unchanged even when used in the plural. The concepts listed in these General Conditions relate to all Contract Documents.

**Care Pack List:** a system of technical assistance to Subscribers which is included in the documents provided to the Subscriber in printed form, and/or in the form of a document displayed on the website of the Provider. An updated version of the Care Pack List, which is binding for the Subscriber, is displayed on the website of the Provider.

**Price List:** a contractual document which states the prices for specific services. An updated Price List is displayed on the Provider's website.

**The Service Level Agreement (SLA)** states guaranteed Service availability from the Provider under the conditions stated by the Provider, guaranteed repair time in the case of Service delivery outage, and the term of Service provision. The SLA also defines the processes for Service delivery, the solutions for errors which can occur in the delivered service, planned outages and solutions for emergencies. The steps and processes are obligatory for both the Provider and Subscriber. The variants and extent of the SLA are on the website of the Provider. The Subscriber is entitled to make a choice from among the offers of SLA variants listed on the website of the Provider and order the chosen SLA variant by signing the Product specification and marking the SLA variant. With both contracting parties signing the Product specification with the SLA variant, the Service Level Agreement published on the web site of the Provider shall become obligatory for both the Provider and the Subscriber. The Provider reserves the right to unilaterally change the extent of the individual SLA variants, the names of the individual SLA variants, the range of choices of SLA, or to completely terminate an SLA variant if it is put into force for both parties by releasing an updated version of the SLA offer on the website of the Provider, with which the Subscriber explicitly agrees. The Provider may also enter into an individual SLA with the Subscriber with a different extent of rights and obligations. The Provider shall meet his commitments arising from the SLA by fulfilling all of its obligations and the Subscriber shall fulfill all of its obligations related to the SLA posted on the website of the Provider. By signing the Product specification with an SLA variant, the Subscriber shall therewith declare that they appropriately and fully read all of the conditions of the SLA posted on the website.

**Terminal equipment:** equipment allowing the Subscriber to use the provided Services.

**Call Credit:** a part of the fixed monthly payment defined in the Product Specification, the Contract or another Contract Document binding for the Subscriber, which can be spent by the

Subscriber in the form of telephone calls. The amount of the fixed monthly payment, including the call credit, billed to the customer is independent of the volume of telephone calls actually made, and in cases when the Subscriber consumes the Service in a smaller amount than the fixed monthly payment, including the credit, the difference arisen in this way, expressed in money terms, is not refunded by the Provider to the Subscriber, neither is it included in the consumption of Services or in the settlement of payments of subsequent periods. Charges for telephone calls made above the amount of the call credit will be billed separately as a variable part of the monthly payment.

**Authorized Person:** the person who is authorized to perform legal acts on behalf of a Contracting Party.

**Authorized Signature:** the written or electronic signature of the Authorized Person based on a qualified certificate issued by an accredited provider of certification services pursuant to a special legal regulation. An electronic signature can be used only when the Provider offers this signature form to the Subscriber. If the possibility of electronic signature is offered to the Subscriber and the Subscriber uses it for the conclusion of contractual relationships with the Provider or in communication with the Provider, then, if these General Conditions mention the possibility of any conclusion of contractual relationships, the establishment or liquidation of the Services, communications or notifications between the Provider and the Subscriber "in writing", this will also apply to the use of the electronic signature.

**Order:** a document which is included in the Contract and lists, specifically, technical and business conditions of the provision of the Service, charges for the Service and other data. If this data is already listed in the Contract, the Product Specification or the Technical Specification, the Order is not an integrated part of the Contract. The Order can be altered on the basis of an agreement between the Contracting Parties, on the basis of another written order made by the Subscriber (by letter, in electronic form, by fax or in a combined way) and certified by the Provider, or owing to a change of prices listed.

**Empowered Person:** a person empowered to represent a Contracting Party in the matter of Contract implementation.

**Provider:** the Provider of the Services is Dial Telecom a.s., IC: 28175492, with its registered office at Křižíkova 36a/237, Praha 8 - Karlín, PSČ 186 00, Section B, File 12529 of the Business Register at the Municipal Court in Prague.

**Product Specification:** a document which is included in the Contract and specifically lists the technical and business conditions of the provision of the Service, charges for the Service and other data. If this data is already listed in the Contract, the Order or the Technical Specification, then the Product Specification is not an integrated part of the Contract. The Product Specification can be altered on the basis of an agreement between the Contracting Parties, on the basis of another written order made by the Subscriber (by letter, in electronic form, by fax or in a combined way) certified by the Provider, or owing to a change of prices listed.

**Operation Regulations of the Collocation Centre of the Provider:** a document which regulates the conditions for the use of the services of the Collocation Center of the Provider and which is included in the documents provided to the Subscriber in printed form and/or in the form of a document displayed on the website of the Provider. It applies only to those Subscribers who use the Services of the Collocation Centre of the Provider. The Subscriber certifies their knowledge of the Operation Regulations of the Collocation Centre of the Provider by signing the Contract. An updated version of the Operation Regulations of the Collocation Centre of the Provider, which is binding for the Subscriber, is displayed on the website of the Provider. Respective Subscribers are notified of any alteration to the Operation Regulations of the Collocation Centre of the Provider in the same way they are notified of any alteration to the General Conditions.

**Network of Electronic Communication:** a public communication network of electronic communication pursuant to the Law, through which the service of electronic communication is provided.

**Service:** the service of electronic communication provided by the Provider to the Subscriber on the basis of the Contract and/or other



Contract Documents. Service can also be the provision of another service – a service with added value, performance of work, lease or delivery of a thing, pursuant to law n. 513/1991 of Coll. of the Commercial Code as amended.

**Electronic Communication Service:** a service provided for payment, which consists completely or mostly in transmitting signals over electronic communication networks, including the telecommunication services and transmission services in the networks of radio and television broadcasts and in the networks of cable television, with the exception of services which offer content over the network services of electronic communication; does not include the services of information companies which are not completely or mostly involved in the transmission of signals over electronic communication networks.

**Contract:** a contract for provision of electronic communication services entered into by the Contracting Parties, whose subject is the provision of electronic communication services by the Provider to the Subscriber, or any other Contract entered into by the Provider and the Subscriber.

**Contract of Provision of Electronic Communication Services:** a contract for the provision of electronic communication services entered into by the Contracting Parties, and whose subject is the provision of electronic communication services.

**Contract Documents:** the Contract, the General Conditions, the Product Specification, the Technical Specification, the Operational Conditions, the Price List, the Order, or any other documents that are an integrated part of the Contract.

**Contracting Parties:** persons entering into the relevant Contract, typically the Provider and the Subscriber.

**Subscriber:** anyone who has entered into a Contract on the Provision of Services with the Provider. In the Contract Documents effective before 1 April, 2010, referred to as "User".

**Technical Specification:** the document which is included in the Contract and lists, particularly the technical and business conditions of the provision of the Service, charges for the Service and other data. If this data is already listed in the Contract, the Order or the Product Specification, the Technical Specification is not included in the Contract. The Technical Specification can be altered on the basis of an agreement between the Contracting Parties, on the basis of the Subscriber's written order (by letter, in electronic form, by fax or in a combined way) certified by the Provider or owing to a change of prices listed.

**General Conditions:** the document which specifies the general conditions for the provision of services by the company of the Provider.

**Termination with porting (CAF):** A form which the Subscriber uses to request the Contract be terminated and the phone number be ported to a different electronic communication services provider. The form should be duly filled and signed for delivery by the Subscriber to the future provider.

**Law:** Law n. 127/2005 of Coll. of electronic communication as amended.

### 3. Validity and effectiveness of contract

**3.1.** The Contract can be entered into by written or electronic form. The Contract shall become valid upon its acceptance by the Authorized Representatives of the Contracting Parties, i.e. by signing the Contract or by confirming the electronic form by the Provider. The Contract shall come into effect on the day of its acceptance by the Authorized Representatives of both Contracting Parties, unless the Contracting Parties have agreed differently.

### 4. Service Provision

**4.1.** The provision of the Service and, thereby, also the claim of the Contracting Parties for the performance, shall start upon the written notification of the Subscriber by the Provider of the Service provision, or upon the first use of the Service by the Subscriber. The day of provision shall be based upon which of the above stated facts occurred first. The notification of service provision is made by letter, in electronic form, by fax or in a combined way; the notification shall come into effect upon its provable posting by the Provider; for the purposes of this Contract, the Subscriber shall be fully responsible for the functional and accessible addresses or

contact numbers to which the notification is sent. The Subscriber is provided the specific Services on the basis of an Order, a Product Specification, or a Technical Specification.

**4.2.** By the authorized signature of the Order, the Product Specification or the Technical Specification, a subcontract arises. The Contracting Parties are entitled to alter, withdraw from or terminate the Contract, either the Contract as a whole or specific Services provided on the basis of the Order, the Product Specification or the Technical Specification in accordance with the procedures of these General Conditions. The end of a subcontract entered into within the Contract shall not automatically terminate other subcontracts entered into within the Contract on the basis of the Order or the Specification, or other subcontracts entered into within the Contract. The end of the Contract shall terminate other subcontracts entered into within it.

**4.3.** The Provider is entitled to make the alteration of a specific Service conditional on the payment of outstanding prices for the provided Services.

### 5. The Rights and Obligations of the Provider

#### 5.1. The Provider is obliged:

- 5.1.1. to establish and provide Services to the Subscriber who requests them, and this shall be done in accordance with the Contract and other Contract Documents; the Provider is not responsible for the content of transmitted messages through any provided Service;
- 5.1.2. to enable the Subscriber to become acquainted with the valid Contract Documents for the Service ordered by the Subscriber;
- 5.1.3. to inform the Subscriber about substantial changes in the Contract of the Provision of Electronic Communication Services, the General Conditions, the Price List, the Product Specification, and the Technical Specification at least one month prior to such a change coming into effect; this shall be done in electronic form (by email or by publishing it on the website of the Provider) unless agreed upon differently by the Contracting Parties;

#### 5.2. The Provider is entitled:

- 5.2.1. to make unilateral alterations to the prices of the provided Services on the grounds of an alteration to the prices of inputs, as a consequence of legislative changes, on the basis of the intervention of the regulator, or as a consequence of changes in the overall evolution of the telecommunication market, any time throughout the course of a calendar year, and in an amount corresponding to the published inflation rate for the previous period, without such a price increase meaning an alteration to the Contract, the Order, the Product or the Technical Specification;
- 5.2.2. to make unilateral alterations to the General Conditions; the Subscriber shall be notified of such alterations in writing; written notification can also be made by electronic mail, fax or in the billing for services. In the case of disputes, the Provider shall be considered to have fulfilled its obligation by having sent notification to the Subscriber at its last known address, telephone number or electronic mail contact. The rights and obligations of the Subscriber related to the alteration to the General Conditions are determined by Law;
- 5.2.3. to make unilateral alterations to the functions of the Service or to cancel the Service entirely. The Provider is obliged to notify of the cancellation of the Services at least two months in advance;
- 5.2.4. to change subscriber line numbers in urgent technical cases, even without the approval of the Subscriber. Any change shall be made only after prior notification by the Provider to the Subscriber;
- 5.2.5. to use legal means for verifying the credibility of the Subscriber and its ability to meet its obligations, with which the Subscriber agrees;
- 5.2.6. to limit the provision of the Services pursuant to Article 12 of the General Conditions.

## **6. The Rights and Obligations of the Subscriber**

### **6.1. The Subscriber is obliged:**

- 6.1.1. to use the Service in accordance with the Contract and the relevant legal regulations. If the Subscriber is not the user of the Electronic Communication Service and provides the Electronic Communication Service to third parties, it is obliged to meet the legal obligations, particularly the obligations imposed by the Law on a provider of a network and/or on a provider of an electronic communication service;
- 6.1.2. to pay the price for the provided Service duly and in time;
- 6.1.3. to connect only equipment which has valid technical and safety certificates obligatory in the Czech Republic and which is capable of receiving the Service to the equipment of the Provider or the access provider. The Subscriber shall be responsible for the condition and setup of the equipment which it connects to the equipment of the Provider or the access provider, including the setup of parameters;
- 6.1.4. to take care of the Terminal Equipment which it has in use with the care of a good housekeeper; to immediately report its theft or damage to the Provider and, in the case of damage to the Terminal Equipment, to provide the Provider with any cooperation needed;
- 6.1.5. to not make any intervention in the equipment of the Provider, change parameters of the Service or take any steps to limit other Subscribers of the electronic communication network without the written approval of the Provider;
- 6.1.6. to make written certification of the acceptance of the Terminal Equipment provided by the Provider for performance of the Service; the equipment shall all the time remain the property of the Provider, unless otherwise agreed by the Contracting Parties. The user shall return the equipment without delay to the Provider upon termination of the contractual relationship between the Contracting Parties. In case of doubt in regard to the termination of the contractual relationship, the Contracting Parties will follow the opinion of the Provider until the settlement of the controversial situation, unless otherwise agreed upon by the Contracting Parties;
- 6.1.7. to immediately report to the Provider of any known facts which could negatively influence the provision of the Service;
- 6.1.8. to report in writing any changes in its identification data which form a necessary part of the Contract within 14 days from the date such changes come into effect; in a case where these obligations are not met, the Subscriber shall be liable for any damages that arise;
- 6.1.9. to provide the Provider with the cooperation needed;
- 6.1.10. to procure the approval of the building owner for the execution of construction and installation work necessary for the operation of the Service. The Subscriber is also obliged to procure the other documents for the execution of project documentation and for the acquisition of all necessary permits. In a case where the approval of the building owner or the person authorized by the building owner is withdrawn, the Provider is not responsible for any delay in the supply of the Services and the damage caused to the Subscriber, while the contractual relationship and the Provider's related right to performance by the Subscriber continues to exist, unless otherwise agreed upon by the Contracting Parties.  
The Subscriber is obliged to provide or procure, without charge to the Provider, premises suitable for the placement of the equipment necessary for the Service provision throughout the entire period of the validity of the Contract. The Subscriber is obliged, at its own cost,

to connect the equipment to the power supply as determined by the manufacturer and to secure it against damage or theft. Conversely, the Provider is not responsible for any delay in supply of the Services and damage caused to the Subscriber, while the contractual relationship and the Provider's related right to performance by the Subscriber continues to exist, unless otherwise agreed upon by the Contracting Parties;

- 6.1.11. to facilitate access to the Provider to the equipment of the Provider located on the premise of the Subscriber for the purpose of maintenance, repair or exchange.
- 6.1.12. to give the Provider or the persons authorized by the Provider any necessary coordination in the installation, and de-installation of the respective communication equipment and elimination of defects therein; the Subscriber shall indicate to the Provider or to the person authorized by the Provider any heavy-current, gas supply, water supply and other installations that are not immediately visible;
- 6.1.13. to prevent any third parties from accessing the provided Services, unless otherwise stated in the Contract.

### **6.2. The Subscriber is entitled:**

- 6.2.1. to use the Service in accordance with the Contract and the relevant legal regulations;
- 6.2.2. to request a change in the Contract;
- 6.2.3. to contact the Provider with comments and requests;
- 6.2.4. to lodge a claim against the extent and quality of the Service and the price charged.

## **7. List of Subscribers of Public Telephone Service, Information on Subscriber Numbers**

**7.1.** In the Contract or other Contract Documents, the Subscriber may agree with the Provider processing and keeping its identification data and its release to the Provider for the purpose of issuing a unified telephone directory. The data processed according to the previous sentence may also be used by the Provider for the purpose of information services on the Subscriber telephone numbers, or possibly for the publishing of a telephone directory of Subscribers of the Service. This data shall be provided to the extent with which the Subscriber has previously agreed.

**7.2.** A correction or alteration of data for the purposes of a certain edition of a telephone directory will be reflected in the specific edition of the telephone directory only when the Provider receives this information before the deadline for documents for the respective edition of the telephone directory. In the opposite case, the alteration will be reflected in the following edition of the telephone directory.

## **8. Portability of a Telephone Number**

**8.1.** Portability of a telephone number (§ 34 of the law) and the selection of service provider (§ 70 of the law) is secured by the electronic communications operator of the network to which the Terminal Equipment of the Subscriber is connected, in accordance with the valid legal regulations. If the Subscriber asks for the telephone number from another service provider to be ported to the electronic communications network of the Provider, the Provider is obliged to secure the porting in accordance with legal regulations. To port the telephone number from another electronic communications service provider, the Subscriber has to deliver a duly signed "Termination with porting" form. The provider is responsible for delivering the "Termination with porting" form to the former provider, without which the number cannot be ported. The telephone number will be ported within the period set by law or within a longer period, if specified in the "Termination with porting" form.

**8.2.** Porting of a telephone number in accordance with the preceding section can be ordered as part of the creation or a change of the publicly accessible telephone service. The detailed conditions of porting the Subscriber's telephone number to the electronic



communications network of the Provider are set out in the Contract, further Contract Documents and the "Termination with porting" form.

**8.3.** In the event that the Subscriber ports a telephone number from the Provider to the electronic communications network of another provider without the Contract or individual Service concluded with the Provider being terminated by the Subscriber, the Contract or the individual service will be terminated upon the date indicated on the "Termination with porting" form sent by the future provider.

**8.4.** If there is a premature termination of the Contract or the Service based on "Termination with porting" (particularly before passing the minimum use period), the Provider has the right to charge, and the Subscriber is obliged to pay, a one-off fee, as set in Article 9.7 of these General Conditions.

## 9. Prices of Services and Payment Conditions

**9.1.** Prices and payment conditions for the provided Services are specified in the Order, the Product Specification, the Technical Specification or the Services Price List and are valid as of the day of the Contract is signed, or in the Contract itself.

**9.2.** Payment for the services with the indicated billing period will be billed by the Provider, and the bill will be submitted to an entity providing postal services as a normal consignment, or delivered in another way. By signing the Contract, the Subscriber agrees that the bill for consumed Services will only be delivered to the Subscriber electronically, if the Provider considers it suitable or useful, or the billing will be delivered by various means, every means of delivery being evidentiary. However, the Subscriber always has the right to prompt the Provider to deliver the billing as a postal consignment. The bill will be dispatched in such a way as to be delivered to the Subscriber, and to the latest address announced by the Subscriber, within 15 days after the final day of the billing period. The billing period is a period specified by the Provider, which may not exceed 90 calendar days in the case of provision of electronic communication services through the public telephone network and which does not have to be identical to a calendar month, unless otherwise agreed upon. The Subscriber can also indicate another person as the payer of prices for the provided Services. If the payer is a person other than the Subscriber, the Provider shall deliver the bill for the price to the indicated payer, and to the latest address announced by the Subscriber.

**9.3.** The Subscriber is obliged to remit the billed amount to the account of the Provider so that the account of the Provider is credited with the amount on the maturity day at the latest; otherwise the Subscriber is in default. The maturity of the billed amount in the case of one-off Services is 14 days; in the case of regular payments, always the 15<sup>th</sup> day of the following month, unless otherwise specified. If the Subscriber does not receive the bill at all or does not receive the bill in time pursuant to the provisions of these General Conditions, the Subscriber is obliged to remit the fixed or lump-sum payments to the account of the Provider before the fifteenth (15<sup>th</sup>) day of the following month. The difference between the payments remitted in this way and the full payments the Subscriber is obliged to pay for the billed period will be billed by the Provider to the Subscriber on an alternative date. If the Subscriber has remitted the payments pursuant to this article and then received a bill for the full amount the Subscriber should pay for the billed period, the Subscriber is obliged to pay the difference between the amount of the payment already remitted and the full payment, without receiving a bill for the difference.

**9.4.** One-off Services will be included by the Provider in the closest billing period following the one-off service being provided to the Subscriber.

**9.5.** Regular payments are billed from the day of delivery of the Service to the User retrospectively to the last day of the billing period, unless otherwise stipulated by the Contracting Parties.

**9.6.** In case the Service is paid in advance (the so-called subscription), the respective amount will be paid on the basis of an invoice (tax document) with a maturity of one day before the start of the prepaid period.

**9.7.** In case the Subscriber, on the basis of a subscription for a certain period, is granted a discount or other benefit, or if the Subscriber entered into the Contract, the Order, the Product Specification or the Technical Specification for a fixed period or committed to using the Service for a certain minimum period and, on this basis, was granted a discount or other benefit and before the lapse of this period the Contract, the Order, the Product Specification or the Technical Specification is terminated, or the Order, the Product Specification or the Technical Specification expires, or the Order, the Product Specification or the Technical Specification is cancelled by the Subscriber before the expiry of the subscription period, the Provider is entitled to claim reimbursement of the granted discount or benefit. Moreover, for the time between the end of the notice period and the expiry of the specified minimum period of use and the expiry of the fixed period, the Provider is entitled to bill the Subscriber a one-off charge in the amount of:

- a) the total of fixed monthly payments in the case of public telephone service,
- b) the total of lump-sum payments in the case of other public electronic communication services.

The Provider is entitled to act in the same way in a case where the Subscriber is in default with the payment of the subscription by more than 10 working days.

**9.8.** Fixed payments are billed from the day of delivery of the Service to the Subscriber. Fixed payments for an incomplete billing period are calculated as a payment for one day of the billing period multiplied by the length of the incomplete billing period. A payment for one day is calculated as the fixed payment for the billing period divided by the actual number of days in the billing period.

**9.9.** Variable payments are billed on the basis of a measured unit pursuant to the rules specified by the Provider in the Contract, the Order, the Product Specification, the Technical Specification or the Services Price List.

**9.10.** If an alteration is made to the Service, the price for the altered service is charged as of the day of the service alteration.

**9.11.** The Provider is entitled to bill for the payment of all the provided Services on a single invoice (tax document), including the payment for Services provided by a third party, which the Provider is entitled to demand from the Subscriber.

**9.12.** The Subscriber is entitled to include only lawfully granted, acknowledged and indisputable claims against the claims of the Provider, unless otherwise agreed upon by the Contracting Parties.

**9.13.** The Provider is entitled to pass the collection of claims against the Subscriber to a third person. The Subscriber is obliged to deal with this third person as with a properly empowered person of the Provider. All the collection costs of a claim against the Subscriber initiated on behalf of the Provider are borne by the Subscriber.

## 10. Defects, Problems and Service Actions

**10.1.** After the Subscriber reports a defect for which the Provider is responsible, the Provider is obliged to immediately start working on its elimination, and to eliminate the defect as soon as possible at its own cost.

**10.2.** If the Subscriber finds a defect in the Service of the Provider, the Subscriber shall report it without any unnecessary delay to the contact points of the Provider, either by phone, fax, e-mail or in another manner facilitating the identification of the Subscriber. When reporting a defect, the Subscriber is obliged to identify themselves in a manner which prevents its identity from being mistaken with another Subscriber; if a defect is not reported in a manner which, at the same time, automatically identifies the Subscriber, to report the Contract number under which the contractual relationship between the Provider and the Subscriber was entered into, and to clearly identify the Service in which the defect is being reported. If the Subscriber fails to prove the above-mentioned identification when reporting a defect, the Provider is not responsible for the proper and timely elimination of the defect, and the Provider is entitled to refuse to eliminate the defect in

justified cases until the abovementioned identification of the Subscriber is properly proven.

**11.3.** The Provider is responsible only for defects and problems on its side. The Provider has the right to charge the Subscriber the costs of the assessment and elimination of a defect in cases where it is objectively proven, after the defect is reported, that the defect was caused by the Subscriber, or that it did not exist at all.

**11.4.** A defect is not the interruption of power supply of the equipment of the Provider located on the premises of the Subscriber.

**11.5.** The Subscriber is obliged to ensure access for the Authorized persons of the Provider to the equipment located in the building of the Subscriber so that it is possible to immediately eliminate the defect. Should the Subscriber fail to do so, the time when it is impossible to work on the elimination of the defect is not included in the time of the defect. The Provider has the right to charge the costs caused by the fact that access was not procured to the equipment of the Provider in the building of the Subscriber.

## 11. Conditions of Complaints

**11.1.** The Subscriber has the right to make claims on the quality, scope and the price level of the Service. A complaint must be submitted in writing by post, fax or electronically. In accordance with § 64 Article 8 of the Law, the complaint must be submitted without unnecessary delay within two months from the date the claimed issue arose, i.e. from delivery of the bill for the Service, or from faulty provision of the Service; the right to claim shall otherwise terminate. Submitting a complaint about the amount of the charged price shall not have the effect of suspending payment obligation and the Subscriber is still obliged to pay the price for the provided Service by the due date of the respective bill, at the latest. In case of an interruption of the Electronic Communication Service operation due to defects of the electronic communication network operated by the Provider lasting continuously for more than 4 calendar days, the Provider shall reduce the prices for the use of the Service by a proportionate part for every day of interrupted operation, unless otherwise agreed upon. However, this applies only when the Subscriber is not responsible for the defect of the electronic communication network. This is conditional on the Subscriber notifying the Provider without any unnecessary delay regarding the occurrence of a defect, or that the Provider learns about the occurrence of the defect in another way and the Subscriber provides essential coordination in the elimination of the defect (e.g. in case of a defect in the connecting line to the termination point or in the termination point). This period is calculated from the day when the Subscriber reported the defect to the Provider or when the Provider learned about the defect in another way.

**11.2.** If the Subscriber complains about the Service quality and if the Provider proves that the claimed defect was not caused by the Provider or that the Provider could not influence it, the Provider has the right to charge the costs caused by such an unjustified complaint.

## 12. Limitation and Suspension of Service Provision

**12.1.** The Provider is entitled to limit or suspend the provision of the Service for essential necessary time for the following reasons:

- 12.1.1. maintenance or repairs of the electronic communication network;
- 12.1.2. critical situations, particularly in the sense of § 98 and the Law;
- 12.1.3. other major technical or operational situations which make the provision of the Service hard or impossible;
- 12.1.4. circumstances excluding liability (Act of God);
- 12.1.5. just suspicion that the Subscriber is using or is going to use the Service in breach of the Contract or legal regulations or misuse of the Service or suspicion of misuse of the Service by the Subscriber or a third person;

12.1.6. the Subscriber is in default for the provided Service and has not rectified the situation within 7 days from delivery of the demand for rectification. The Provider is not responsible for any damage or harm thereby caused to the Subscriber. A notification is considered to be provable if sent by the Provider to the Subscriber in a manner identical to that described in Article 10.2. of the General Conditions. By signing the Contract, the Subscriber approves the manner of notification.

**12.2.** Limitation or suspension of the provision of Service for reasons on the side of the Subscriber, particularly for default in payment or not meeting the contractual conditions, shall not limit the claims of the Provider for payment of the prices according to the Contract, the Product Specification, the Technical Specification or other documents.

**12.3.** Immediately after the reasons for limitation or suspension of Service cease to exist, according to the previous articles, the Provider shall resume operation of the Service.

**12.4.** In cases of limitation or suspension of Service for reasons on the side of the Subscriber, the Provider is entitled to charge the Subscriber a fee for resuming the limited or suspended Services according to the Services Price List. In specially considered cases, the fee according to this article does not have to be charged from the side of the Provider.

12.5. On the basis of a written request by the Subscriber, the Provider shall block all outgoing calls to the telephone numbers as determined by the Subscriber, if such blocking of outgoing calls is not provided by another provider of electronic communication services. This service is charged according to the updated Service Price List.

## 13. Withdrawal from the Contract

**13.1.** The Contractual Parties may withdraw from the Contract, effective instantly, i.e. on the day a written withdrawal from the Contract is delivered to the other party, in the case of a major breach of the contractual conditions by the other party or should one of the parties have bankruptcy proceedings imposed or the Contractual Parties enter into liquidation. In the case of a minor breach to the Contract or in the case that the prerequisites for an instant withdrawal were not met, the legal stipulations shall be valid.

**13.2.** For the purposes of this Contract, a major breach to the Contract on the side of the Provider is a case when the Provider repeatedly causes damage to property of the Subscriber which the Provider has taken over from the Subscriber.

**13.3.** It is not considered a major breach to the Contract on the side of the Provider should the Service be suspended or limited for any the reasons listed in Article 12 of these General Conditions, or for any other generally serious reasons.

13.4. For the purposes of this Contract, it is considered a major breach to the Contract on the side of the Subscriber should the Subscriber repeatedly and/or seriously fail to meet the contractual conditions. It is considered a major breach to the Contract on the side of the Subscriber should the Subscriber use the Service against the binding legal regulations or against good morals or if there is just suspicion that the Subscriber is misusing the electronic communication network, particularly in the following ways:

- 13.4.1. the Subscriber intentionally or out of negligence supports or facilitates any illegal activities or becomes involved in them;
- 13.4.2. the communication of the Subscriber violates the rights to personal protection, disseminates slander, disseminates computer viruses, violates ownership rights and copyrights;
- 13.4.3. the Subscriber violates the security of the system or network in an attempt to gain unauthorized access;
- 13.4.4. the Subscriber uses data, systems and networks in an unauthorized way, or tests the vulnerability of systems or networks in an unauthorized way;



- 13.4.5. the Subscriber violates security and authorization procedures without the explicit approval of the owner of the system or network;
- 13.4.6. the Subscriber interferes in Services provided to other Subscribers, host systems or networks with a malicious intention or in contradiction to the law and these Conditions;
- 13.4.7. the Subscriber sends out unsolicited mail and contributes to discussion groups in contradiction to the discussion group rules, or otherwise violates the principles of civil coexistence;
- 13.4.8. the Subscriber makes malicious or harassing calls to other Subscribers, including the Subscribers of other providers of a public telephone service;
- 13.4.9. the Subscriber makes malicious or harassing calls to emergency call numbers.

## 14. Liability for Damage

**14.1.** The Provider is not obliged to pay to the Subscriber any compensation for damages, including lost profit, arising as a consequence of the suspension of the Service or faulty provision of the Service. The Provider shall not be liable for any damage arising as a consequence of an Act of God.

**14.2.** In other cases not listed in Article 14.1, the Provider shall be liable for real damage proven to be caused by the Provider, except for the cases that exclude liability according to the relevant laws. The Provider is obliged to pay the real proven amount, up to a maximum of CZK 100,000, unless otherwise agreed upon.

**14.3.** If the Subscriber has things in its property or lease deposited on the premises of the Provider, such things are insured pursuant to a contract entered into by the Provider and an insurance company. In the case of an insured event, the Provider bears no liability for lost profit or possible data stored in these things.

**14.4.** The Provider shall not be responsible for an incorrect charge for Services or for a defective provision of the Service if the Subscriber did not use its right to complain to the Provider regarding such charges or provided Service according to Article 11.1. of the General Conditions.

**14.5.** The Subscriber is also liable to the Provider to the full extent for damage caused by a third person to whom the Subscriber intentionally or out of negligence enabled the use of the Services or to whom it provided the Service within a business commitment relationship.

## 15. Protection of Confidential Information and Data

**15.1.** The Contracting Parties undertake to ensure that all information and data concerning the other Contracting Party which arise from the contractual relationship based on the Contract or which they obtain in connection with its performance be processed and used by them only pursuant to generally binding legal regulations (particularly the law on Electronic Communication, Act No. 480/2004 Coll. on Certain Information Society Services, Act No. 101/2000 Coll. on the Protection of Personal Data and Amendment to Some Related Acts, Act No. 133/2000 Coll. on Register of Population and Birth Numbers and Amendment to Some Related Acts), these General Conditions or an agreement between the Contracting Parties. This pledge also remains valid after termination of the contractual relationship. The Provider will not permit wiretapping, message storing or other kinds of interception or monitoring of messages and data connected with them by other persons than the Subscribers without the approval of the respective Subscribers, unless otherwise set down in the law.

**15.2.** Operational and localization data can be processed by the Provider without further notice only to the extent essential for provision of the Service, and for the purpose of billing the charges for the Service provided to the Subscriber, and this only for the time determined by a special legal regulation.

**15.3.** The Subscriber hereby grants the Provider and companies directly or indirectly controlled by the Provider, or companies directly or indirectly controlling the Provider, the approval for the processing of the personal or identification data of the Subscriber,

as well as operational and localization data processed out of the scope of the law for the purposes listed below, this throughout the duration period of the subscriber relationship and for 12 months after termination of the contractual relationship:

- 15.3.1. use of details of its electronic contact for purposes of spreading business messages in the sense of § 7 of Act No.480/2004 of Coll. on Certain Services of Information Society. The business messages are not technical, operational and other information related to the Contract and its appendixes;
- 15.3.2. provision of value added Services, if they come into consideration pursuant to the specific type of Service, to the extent and duration pursuant to the respective Specification;
- 15.3.3. use of automated calling systems without human intervention for the purposes of direct marketing;
- 15.3.4. gathering of personal and identification data of the Subscriber for the purpose of publishing a directory of Subscribers, after previous free-of-charge information about the purpose of a printed and electronic directory of Subscribers, which will be available for the public directly or through queries of information services, and about further possibilities of use based on the search functions included in the electronic versions of the directory.

**15.4.** The approval of the processing of data for the purposes pursuant to section 15.3 is voluntary. The Subscriber has the right to rescind approval of such processing at any time. The granting of approval for the purpose pursuant to section 15.3.1. does not affect the right of the Subscriber to publish their own data, together with a statement that the Subscriber does not want to be contacted for the purpose of marketing, and the possibility of the Subscriber to verify, or demand a correction or the removal of personal data from the directory.

**15.5.** The Subscriber gives explicit approval for its telephone calls with the operator of the Customers Center of the Provider, with another employee of the Provider or its contractual partner to be monitored by the Provider and recorded, exclusively for the purpose of internal checks on the quality of the provided Services, increasing their quality and protection of just interests of the Provider, and the Subscriber approves of the respective recording of the telephone call being backed up for the necessary time by the Provider.

**15.6.** The Subscriber hereby authorizes the provider to pass the data obtained for the purposes stated in Article 15.3. for processing by third parties which provide the Provider with the particular following services – marketing support, publication of directories or provision of value added Services.

**15.7.** With respect to all calls to emergency call numbers, the Provider is obliged to make localization and other data that facilitate the caller's identity be immediately available to the entity operating the centre for the reception of such calls.

**15.8.** The Subscriber takes into account that messages and the related data connected to them the Subscriber exchanges or transmits with the Provider's contact point through the publicly accessible electronic communication Service can be monitored by the Provider, exclusively for the purpose of recording transactions, internal audit of provided Services (increasing their quality), as well as the protection of the rights of the Provider. Monitoring is specifically understood as recording.

**15.9.** Both the Provider and the Subscriber are obliged to maintain secrecy on confidential information related to important conditions of the Contract, and on confidential information obtained in the course of negotiations and in the implementation of the Contract. This information can be provided to third persons only in cases set down by the law or after a mutual agreement.

**15.10.** The Provider is not responsible for unauthorized persons' access to information transmitted in the network, unless it occurs through the fault of the Provider.

**15.11.** The Subscriber grants the Provider approval to list its data in the Provider's reference document.

## **16. Duration, Alteration and Termination of the Contract**

**16.1.** The Contract is concluded in writing for an indefinite period, unless otherwise stated in the Contract. The Contract shall bear an Authorized signature from each of the Contracting Parties.

**16.2.** The Contract can be altered in writing through numbered amendments to the Contract signed by both Contracting Parties, or through the replacement of a valid Product or Technical Specification with a new Product or Technical Specification, with the Order signed by both Contracting Parties.

**16.3.** The transfer of the obligations and rights of the Subscriber to a third party can be carried out only with the written approval of the Provider.

**16.4.** If there is an alteration or termination of the Contract prior to the start of Service, the Subscriber is obliged to pay to the Provider any costs arising from such action.

**16.5.** The contractual relationship shall end when the agreed time runs out, by cancellation, withdrawal of one of the Contracting Parties from the contractual relationship or by the agreement of the Contracting Parties.

**16.6.** In the case of a major alteration to the General Conditions which would make it worse for the Subscriber, the Subscriber is entitled to cancel the Service/Contract to which the alteration is related without any sanctions within 14 days from the date of the major changes in the contractual conditions coming into effect; the cancellation period is 30 calendar days and starts on the first day of the calendar month following the month in which the cancellation was delivered to the Provider. The Subscriber shall not have this right if such changes occur on the basis of a generally binding legal regulation, a ruling of an administration body or court or if the Provider, after the objection of the Subscriber in regard to the worsening of the contractual conditions, maintains the original contractual conditions valid for the Subscriber.

**16.7.** In other cases, unless otherwise stated contractually or in these conditions, the Contracting Parties can cancel the Contract for an indefinite period without giving any reasons with a three-month cancellation period.

**16.8.** The cancellation period starts to run from the first day of the month following the month of the delivery of the written notice to the other Party. Unless otherwise specified contractually, the cancellation period applies to every part of the Contract and/or the Service and/or the Order and/or the Product Specification and/or the Technical Specification separately.

**16.9.** The Contract can be cancelled by written agreement of both Contracting Parties.

**16.10.** Immediately after termination of the Service, the Subscriber is obliged to return all the tangible and intangible assets lent by the Provider for the purpose of Service operation. In a case when the Subscriber repeatedly fails to do so within 30 calendar days after service termination and the demand for return of the property, the Provider has the right to demand a contractual penalty amounting to the equipment purchase price multiplied by 1.5.

**16.11.** A written reminder, cancellation or withdrawal from the Contract is considered to be delivered as of the day of their actual delivery, but at the latest, on the third working day following the day the written reminder, cancellation or withdrawal was handed over to be delivered at the address of the other Contracting Party, as written in the Contract.

**16.12.** Withdrawal from the Contract, cancellation of the Contract or expiry of the Contract does not imply cessation of the obligation to settle all contractual obligations; nor the cessation of the right of the Contracting Party to compensation for damage or a contractual penalty, if previously agreed. All obligations shall be settled within 30 calendar days after the end of the contractual relationship.

## **17. Joint and Final Provisions**

**17.1.** The contractual relationship between the Provider and the Subscriber is governed specifically by Act No. 127/2005 Coll. on Electronic Communication, as amended; Act No. 513/1991 Coll. Commercial Code, as amended; Act No. 40/1964 Coll. Civil Code, as amended. Disputes related to the subject of the contractual

relationship arising from the Contract will first be tried to be resolved amicably, then by administrative or court proceedings.

**17.2.** For the purposes of these General Conditions, a document is considered to be delivered when:

- it was delivered and received by the other Contracting Party personally,
- it was delivered by an entity providing postal services to the address which was announced as the latest by the Subscriber. Also, a consignment is considered to be delivered when its receipt was refused by the addressee, or when it was not withdrawn by the addressee in the post deposit period,
- it was delivered electronically, specifically in the form of an e-mail or a fax message,
- it was delivered in another way pursuant to these General Conditions.

**17.3.** In the case of the existence of a foreign language version of the Contract Documents, their Czech version is always binding.

**17.4.** In a case where Contract Documents come into direct contradiction, priority is given to the provisions of the documents in the following ranking: the Order, the Product Specification, the Contract, the Numbered Contract Amendments, the Service Level Agreement, the Technical Specification, the General Conditions, the Operational Conditions, and the Price List.

**17.5.** The termination of the effectiveness of the Contract shall not mean the termination of the obligation that have arisen for the Contracting Parties from the Contract, the Order, the Product Specification, the Technical Specification, the General Conditions or other Contract Documents.

**17.6.** These General Conditions shall come into effect on 1 April 2010.

**17.7.** These General Conditions replace those that were valid before these General Conditions came into effect.

**17.8.** For a transitional period, at the start of these General Conditions coming into effect, and for operational and technical reasons, contractual relationships can also be concluded by the Provider pursuant to the forms used before these General Conditions came into effect. These original forms are considered to be forms in the tenor of these General Conditions. Contractual relationships concluded through these forms are governed by these new General Conditions, the Product Specification, the Order and the other Contract Documents and are considered to be the relationships concluded pursuant to the Contract regulated in these General Conditions.