

# General conditions for the provision of publicly available UPC Česká republika, a.s. electronic communication services (hereinafter the “General Conditions”)

## Article 1 Subject of the General Conditions

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- 1.1 UPC Česká republika, a.s., registered office: Praha 4, Závašova 5, registration number: 00562262 entered in the commercial register maintained by Prague Municipal Court, section B, entry no. 5452 (hereinafter the “**Provider**”), in accordance with these General Conditions, undertakes to provide the subscriber with electronic communication services which the subscriber has undertaken to purchase by signing the relevant electronic communication services contract (hereinafter the “**Services**”). The current version of the General Conditions is available to the public on [www.upc.cz](http://www.upc.cz) and at the Provider’s Client Centre (hereinafter the “**Client Centre**”). For the purposes of these General Conditions the Client Centre is the Provider’s structural unit set up for contact with the Provider’s subscribers, in particular by telephone, e-mail and in writing.

## Article 2 Provision of Services

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- 2.1 The Provider shall provide subscribers with electronic communication services, in particular a public telephone service, access to the internet and cable transmission of radio and television signals. The Provider shall also provide supplementary services with all the above-mentioned services.
- 2.2 The Provider shall provide the Services in accordance with generally binding legal regulations.
- 2.3 The current specifications of the services and information about the supplementary services are published on the Provider’s website [www.upc.cz](http://www.upc.cz) and at the Client Centre. The Provider shall be entitled to unilaterally alter the range of channels in its cable transmission of radio and television signals.
- 2.4 The Provider shall provide the Services that have been ordered via a subscriber connection to the Provider’s electronic communication network which is located outside or inside the property at the address stated in the publicly available electronic communication services contract (hereinafter the “**Contract**”) as the installation point; the subscriber connection shall be deemed the Provider’s electronic communication network terminating point (hereinafter the “**Terminal Point**”). The Terminal Point is generally the subscriber’s power point.
- 2.5 The subscriber is aware that the Provider shall not be liable for the use of the Services or its consequences. Furthermore the Provider shall not be liable for the connection between the subscriber’s Terminal Equipment and the Terminal Point, or the Provider’s equipment, including supplementary equipment located behind the terminal point, functioning or being operable.
- 2.6 The conclusion of the Contract shall be conditional on the submission of documents proving the identity of the Contract applicant and the right to use the installation point and the submission of other documents appropriate for the purpose of the Contract.
- 2.7 The subscriber shall fulfil its obligations according to the Contract and these General Conditions and, in accordance with the valid Price List for the Services, shall pay the relevant charges according to the Provider’s bills.
- 2.8 The extent of the Services ordered by the subscriber according to these General Conditions listed in the Contract may be altered by agreement between the contracting parties according to the Provider’s current range of services. The contracting party shall notify the other contracting party of a proposal for such an amendment generally at least thirty (30) days before the intended amendment takes effect. An amendment to the ordered services cannot usually be made during the minimum period of use or more often than once every three calendar months. The subscriber shall announce an extension to the services usually by filling in and delivering a signed Contract amendment form, listing the new requirements, to the Provider.
- 2.9 The Provider hereby declares that it has the necessary licence to exercise all rights and obligations according to the Contract and the General Conditions.

- 2.10 A restriction or interruption in the Services by the Provider due to a breach of the subscriber's obligations according to the General Conditions shall not exempt the subscriber from its obligation to pay the charges according to the Contract and the General Conditions in accordance with the Provider's current Price List.
- 2.11 The Provider shall be entitled to demand that the subscriber pay deposits according to the current Price List.
- 2.12 The Provider shall be entitled to introduce additional means of protecting the network or the services if it believes that the introduction of such protection will benefit the subscriber or the network.
- 2.13 The Provider shall be entitled to refuse to conclude a Contract if the subscriber has not fulfilled and/or is not fulfilling its commitments towards the Provider or other business entities or if it can be reasonably assumed that it will not do so.

### **Article 3      Equipment for the Provisions and Use of the Services**

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- 3.1 Unless the contracting parties agree otherwise in writing, the technical equipment and its components, via which the Services are provided, shall be the sole property of the Provider (hereinafter the "**Provider's Equipment**") and it shall be entitled to amend, supplement, relocate or alter it as it considers appropriate.
- 3.2 Unless the contracting parties agree otherwise in writing, in accordance with generally binding legal regulations the subscriber shall provide at its own cost hardware and software (including their installation) and input and output equipment and ensure that it functions in the way necessary for connection to the Terminal Point (hereinafter the "**subscriber's Terminal Equipment**") or the Provider's Equipment. The Provider shall not be liable for the subscriber's Terminal Equipment functioning or being operable.
- 3.3 For the purposes of using the Services and following a prior written agreement with the subscriber the Provider may temporarily provide the subscriber with the relevant supplementary equipment (hereinafter the "**supplementary equipment**"); this temporary provision of supplementary equipment may be conditional on the payment of a deposit by the subscriber, in accordance with the Price List effective at the time the agreement on the provision of equipment is concluded. Such a deposit shall be used to secure the protection of the Provider's ownership right and shall be returned under the conditions contained in articles 3 and 6 of the General Conditions. The subscriber shall not acquire an ownership right to the supplementary equipment unless the parties agree otherwise.
- 3.4 The subscriber shall use the Provider's Equipment and the supplementary equipment properly according to the Provider's instructions or the instructions given by the manufacturer of the relevant equipment so that its functionality is not reduced by use and it does not suffer disproportionate wear and tear. In particular, the subscriber shall not connect to the Provider's Equipment or the supplementary equipment any machines, apparatus or other equipment that does not meet the requirements of the relevant Czech legal regulations.
- 3.5 The Provider shall be entitled to transfer ownership of selected supplementary equipment to the subscriber; this shall be indicated in the Contract. Ownership shall be transferred under the conditions and generally for a reduced price according to the Price List. If the conditions according to the Price List are not met the Provider shall be entitled to demand from the subscriber the difference between the reduced price and the basic price for the equipment as stated in the Price List.
- 3.6 The subscriber shall return the Provider's Equipment or the supplementary equipment (individually identified by the serial number) that it has been provided with to the Client Centre within 7 days of the termination of the Contract, at its own expense and risk.
- 3.7 If the subscriber does not return the Provider's Equipment or the supplementary equipment by the deadline according to paragraph 3.6 or it returns it in a non-functioning state or in a state that is clearly not in keeping with normal wear and tear, the Provider shall be entitled to charge the subscriber a one-off contractual fine of CZK 5,000.
- 3.8 The subscriber shall not be entitled to handle the Provider's Equipment or the supplementary equipment in any way. In particular the subscriber may not change the installation point for such

equipment without the Provider's prior written approval, allow third parties to dispose of this equipment, provide such equipment as a pledge or take it outside the Czech Republic. The subscriber shall not be entitled to interfere in any way with the Provider's Equipment or the supplementary equipment or allow it to be interfered with by a third party that has not received prior written approval from the Provider to interfere with it. A breach of the subscriber's obligations according to this article shall be deemed a fundamental breach of Contract.

- 3.9 The subscriber shall notify the Client Centre if the Provider's Equipment or the supplementary equipment is stolen, lost, destroyed or damaged within 24 hours of such event or the discovery that such event has occurred. If such equipment or part thereof is destroyed, stolen or damaged according to the previous sentence, the subscriber shall be entitled to have it replaced after the damages that the Provider has incurred have been paid. In the event that the equipment has been lost, destroyed, stolen or damaged due to a breach of the obligations according to paragraph 3.8 of the General Conditions, the subscriber shall be obliged to pay the Provider a contractual fine equal to 100% of the price of the equipment according to the Price List.
- 3.10 The Provider shall return the deposit paid according to paragraph 3.3 to the subscriber within 60 (sixty) days of the complete and undamaged supplementary equipment being returned to the Provider unless the deposit is settled according to paragraph 6.10 of the General Conditions.

#### **Article 4 Use of the Ordered Services**

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- 4.1 The subscriber shall provide the Provider with the cooperation necessary for the fulfilment of the subject of the Contract. Likewise it declares that if it is necessary to install an electronic communication network in a property, in which a Terminal Point is to be set up, the owner of this property has given its approval for this installation. If this obligation is not met the subscriber shall be liable for the damage that the Provider incurs as a result.
- 4.2 The subscriber shall inform the Client Centre of each alteration to the subscriber's or the payer's details given in the Contract (in particular, telephone numbers and addresses for the delivery of correspondence), generally in advance, but within no more than 7 days of such an amendment.
- 4.3 If specialist cooperation with the supplier of the subscriber's Terminal Equipment is required in order for the Services to be delivered, the subscriber shall arrange this at its own cost. The subscriber shall familiarise itself at its own cost with the principles of using the network services and electronic communication equipment, knowledge of which is necessary for the use of the Services.
- 4.4 The subscriber hereby grants the Provider or a supplier authorised by the Provider approval to carry out work relating to the supply of the Services, in particular, the repair, adjustment, assembly, maintenance, alignment, supplement, alteration, relocation, inspection, measurement or dismantling, etc. of the Provider's Equipment and the supplementary equipment at the installation point and in other premises of the property, in which the Terminal Point is located, in the presence of the subscriber or its representative. For the purpose of performing the Contract the subscriber shall, on request, allow the Provider or a supplier authorised by the Provider access to the installation point premises for the entire term of the Contract, as well as in connection with its termination. The subscriber is aware that not providing the cooperation according to this provision may result in it not being possible to provide the Services or in a restriction to them.
- 4.5 The subscriber is aware that the installation, use, inspection, maintenance, repair and removal of the Provider's Equipment and the supplementary equipment may lead to a breakdown in the Services.
- 4.6 The subscriber undertakes to use the Services solely for its own needs and to allow the Services to be used only by persons sharing a common household with the subscriber. The subscriber may not allow the Services to be used by third parties, either free of charge or for a charge, without the Provider's prior written approval. A breach of this provision shall be deemed a fundamental breach of Contract. The subscriber shall be liable for the damages incurred as a consequence of the unauthorised use of the Services by third parties.
- 4.7 Furthermore the subscriber shall:

- a) Use the Services according to their specifications, these General Conditions and effective generally binding legal regulations; the subscriber shall immediately inform the Provider via the Client Centre of any changes to the Service that the subscriber has not initiated or has not been announced to it by the Provider.
  - b) Not interfere with the Provider's network equipment or change the settings of the terminal equipment owned by the Provider.
  - c) Not connect more sets of subscriber Terminal Equipment to the Terminal Point than are stated in the Service Specifications.
  - d) Not connect to the Terminal Point or the supplementary equipment such equipment, the nature, purpose or use of which is not in accordance with generally binding legal regulations or the General Conditions.
  - e) Not use the Service in a way or for purposes that breach generally binding legal regulations or third party rights. The subscriber may not make any attempts to enter networks, systems or services, for which it does not have in advance the appropriate licence or approval from their owner or operator.
  - f) Not make malicious or annoying calls.
- 4.8 Also the subscriber shall not use or distribute any tools, codes or devices that endanger the safety and integrity of the Provider's networks or third party networks or other subscribers' terminal equipment.
- 4.9 Any breach of the obligations contained in this article or any action that could be labelled a misuse of the Services caused by the subscriber shall be deemed a fundamental breach of Contract and the Provider shall be entitled to immediately restrict or suspend the provision of the Services to the subscriber, including without prior warning; if the subscriber proves to the Provider that it has rectified the situation the Provider may renew the provision of the Services to the subscriber, usually at the subscriber's written request and after payment of the appropriate charge according to the Price List.
- 4.10 In the event of a breach of any of the obligations contained in this article, the Provider shall be entitled to demand that the subscriber pay a contractual fine of CZK 10,000 (in words: ten thousand Czech crowns) for each such breach and the subscriber shall be obliged to pay the Provider this contractual fine. Enforcing the right to the contractual fine shall not affect the Provider's right to demand payment of damages.

## **Article 5      Removal of Faults and Defects (Complaints)**

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- 5.1 The subscriber shall notify the Provider via the Client Centre of a restriction or interruption in the Services or defects in the Provider's Equipment or the supplementary equipment (hereinafter the "defect") immediately on discovering it.
- 5.2 The Provider shall remove defects on its part if they prevent the subscriber from completely using the Services according to paragraph 1.1 within 2 (two) working days of being reported to the Client Centre unless there are objective reasons preventing it from doing so, for example not being able to gain access to the Terminal Point or other equipment of the Provider, an interruption in the supply of power, etc.
- 5.3 The costs for removing defects shall be borne by the Provider except in cases where the defect has been caused by the subscriber or a third party due to a reason on the part of the subscriber, if the defect was caused by a breakdown in the subscriber's terminal equipment or if the subscriber has insisted on service intervention despite being told that the defect is not in the Provider's Equipment.
- 5.4 From the time the report according to paragraph 5.1 is made the subscriber shall have the right to a discount equal to the relevant proportionate part of the regular monthly charge for such period as the Service cannot be used due to a properly reported defect on the part of the Provider. At the subscriber's written request the discount shall generally be settled in the following bill, but within no more than one month of the delivery of the written request for a discount to the Client Centre, generally in the manner specified in paragraph 6.10 of the General Conditions. The request must be delivered without undue delay, but within no more than 2 (two)

- months of the date on which it was not possible to use the Services. The provision of substitute performance for the duration of the defect shall not be possible.
- 5.5 If the subscriber believes that in their scope, quality or price the Services provided do not correspond to the declared conditions and therefore display faults, it shall be entitled to claim liability for these faults at the Client Centre. The subscriber shall claim faults in incorrectly billed regular charges or other payments for the Services without undue delay, but within no more than 2 (two) months of the bill being delivered, otherwise the subscriber's right shall expire. The subscriber shall claim other faults in a service that is provided without undue delay after discovering it, but within no more than 2 (two) months of the faulty provision of the Service.
- 5.6 Making a complaint regarding incorrectly billed regular charges or other payments for the Services shall not have a deferring effect and the subscriber shall be obliged to pay the amount charged for the Services in full by the maturity date.
- 5.7 The Provider shall handle a complaint regarding incorrectly billed regular charges or other payments for the Services within one month of the delivery of the complaint or, if the handling of the complaint requires discussion with a foreign operator, within two months of the delivery of the complaint. If the complaint is handled favourably, the Provider shall return the amount incorrectly charged to the subscriber within one month of the handling of the complaint, usually in the manner described in paragraph 6.10 of the General Conditions. If the Provider does not allow the complaint, the subscriber shall be entitled to raise its objections against the way the complaint has been handled to the appropriate authority without undue delay, but within no more than 30 (thirty) days of the delivery of the handling of the complaint.
- 5.8 Other complaints by the subscriber shall be handled by the Provider according to how complicated they are and any technical or administrative demands.
- 5.9 The subscriber is aware that the Provider shall not be obliged to pay the subscriber damages arising as a consequence of the Service not being provided or being provided faultily.
- 5.10 The subscriber shall pay the charges according to the Provider's current valid price list for service charges for any service operations requested by the subscriber beyond the removal of defects or failures in the equipment which the Provider shall bear at its own cost according to paragraph 5.3 of the General Conditions.
- 5.11 If a complaint regarding the Services provided is not found to be justified, the Provider shall be entitled to demand payment from the subscriber of costs that have been reasonably incurred in handling the complaint, up to 100% of these costs.

## **Article 6 Charges for Ordered Services and Terms of Payment**

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- 6.1 The total extent of the Services provided is contained in the contract. The subscriber shall pay the appropriate charges in accordance with the valid Price List by no later than the maturity date stated on the bill, otherwise within 10 (ten) days of receiving the bill; the bill shall be in the form of an invoice - tax document, usually in electronic form, or a simplified tax document or other document of a similar nature as chosen by the subscriber that contains the charges made to the subscriber according to the Contract and the General Conditions, usually for a period of one month (individual partial performance). For cable, analogue and digital television services and internet access services the taxable supply date shall be the date on which the document for the billing period is issued, for other services the date on which the actual extent of the services provided is ascertained. An exception to this rule shall be the bills for the first and last periods which, in the case of the first billing period, shall include the part of the month during which the service was used after it was set up and the following first full month (first partial taxable supply) and, in the case of the last billing period, shall usually include the clearance of the charges for the services charged for the previous period as of the date on which the provision of the service is terminated; the taxable supply date shall be stated on the bill. The billing of regular charges shall be done with the help of a payment schedule.
- 6.2 If, according to valid legal regulations, the Provider is obliged to provide the subscriber with a bill for the services provided, it shall do so in electronic or printed form. The subscriber shall select the bill form by deleting the appropriate column in the Contract. If the subscriber does not

- select a bill form according to the previous sentence and it also gives its e-mail address it shall be assumed that it has chosen the bill to be provided in electronic form.
- 6.3 Activation or access charges shall be payable in the same way as bills according to paragraph 6.1 or at the Provider's call.
  - 6.4 The subscriber may receive an extra bill due to a change of invoicing date, range of channels, the size of a regular charge, for administrative reasons or in other justified cases (for example, for charging a contractual fine, providing security) without prior written warning. The subscriber shall pay this extra bill by the maturity date stated on it, otherwise within 5 (five) days of receiving the bill.
  - 6.5 The manner of and interval for paying regular charges may be amended by agreement between the contracting parties. The contracting party shall notify the other contracting party of its proposal for an amendment to the manner of or interval for paying regular charges no less than 30 (thirty) days before the proposed amendment is supposed to take effect.
  - 6.6 The Provider shall be entitled to propose an amendment to the size of the regular charges to the subscriber at any time during the term of the Contract; the Provider shall publish them either on [www.upc.cz](http://www.upc.cz) and in the Client Centre or in another appropriate manner at least 30 (thirty) days in advance. In the period from the notification of the amendment until 3 (three) days before it is intended to be carried out, the subscriber shall be entitled to withdraw from the contract with a notice period of 30 (thirty) days.
  - 6.7 The subscriber shall pay the charges according to the current Price List, other than charges according to paragraph 6.1, or contractual fines by the maturity date stated on the bill for these charges or within 10 (ten) days of receiving the bill if the maturity date is not stated.
  - 6.8 The subscriber shall pay all charges contained in the Contract, the General Conditions and the Price List into the Provider's bank account stated no later than on the first bill, unless it is agreed otherwise, by the agreed deadlines. In cases of doubt regarding all payments, including an extra bill, it shall be assumed that a bill was delivered to the subscriber on the 5<sup>th</sup> (fifth) day after it was sent. Payment of a charge shall be understood to have been made on the day the charge is credited in full to the Provider's account.
  - 6.9 The subscriber shall not have the right to make any deductions or amendments to charges or other payments. If the subscriber does not duly pay a regular charge or other payment according to the Contract, the General Conditions or the Price List and is in default of payment, the Provider shall summon the subscriber to pay the charge by an alternative deadline, usually not less than 1 (one) week. If the subscriber does not rectify the situation by the alternative deadline, the Provider shall have the right to restrict the provision of the particular service by preventing active access to the service or - if this is not technically possible - by suspending the service without prior notification. In the event of repeated non-payment of a charge, the Provider shall be entitled to stop providing the Service; regardless of that the Provider shall have the right to withdraw from the Contract and demand immediate payment of damages and contractual fines according to the Contract, the General Conditions and the Price List. If the payer or the subscriber pays the full amount owed or other payments according to the Price List or the General Conditions, the Provider may renew the supply of the Services within a reasonable period. The Provider shall record any overpayment on the subscriber's account arising due to a breach of obligation by the subscriber as an unidentified payment.
  - 6.10 The Provider shall be entitled to set off its claims against the subscriber arising from the contract in a unilateral announcement that they are being set off against the deposit according to paragraph 3.3, the discount provided according to article 5 or an unidentified payment according to paragraph 6.8, whereas an unpaid contractual fine, charges owed and damages caused to the Provider shall be set off in this order. A bill taking into consideration this clearance shall be deemed notification according to this provision. In cases of doubt the Provider shall generally set off an advance payment, deposit, discount or unidentified payment against its claims against the subscriber gradually from the oldest amount, and if a certain claim is not paid in full by setting off an amount, the clearance shall be carried out proportionately with regards to each of the claims with the same maturity date; for the purposes of this sentence a claim by the Provider shall be any bill regarding any of the electronic communication services provided to the subscriber and not paid by the maturity date. The provision of the previous sentence shall also

be used if the amount of an unidentified payment corresponds to one of the claims or several in total.

- 6.11 In the event of a delay in payment by the subscriber the Provider shall be entitled to charge default interest equal to 0.1% of the amount owed for each commenced day of the delay.
- 6.12 Regular charges paid by the subscriber on the basis of the Contract in advance for a period for which the subscriber has no longer used the services due to the Contract being terminated shall not be returned only in the event that the Contract is terminated by a withdrawal by the Provider. In other cases the relevant overpayment shall be returned to the subscriber within 60 (sixty) days.
- 6.13 During the term of the Contract the Provider shall be entitled to the payment of regular charges according to the Contract, the General Conditions and the Price List regardless of whether the subscriber has actually used the services ordered.
- 6.14 The payment of contractual fines shall not restrict the Provider's entitlement to the payment of damages in full in money according to the Price List.
- 6.15 If the supply of Services to the subscriber has been restricted or interrupted at its request or as a consequence of a breach of the General Conditions, the subscriber shall lose the entitlement to discounts, including the discounts specified in the Contract, on the date that the Service is interrupted or restricted.
- 6.16 The Price List shall be available to the subscriber on the Provider's website [www.upc.cz](http://www.upc.cz) and in the Client Centre, and in this form is an integral part of the Contract.
- 6.17 The subscriber shall be entitled to order services offered by other providers (hereinafter the "other provider" or "Third Party Services") via the Provider's network and shall pay the price for them solely through the Provider. Ordering Third Party Services shall be conditional on the subscriber not having outgoing calls blocked to numbers for access to the Third Party Services. The subscriber shall order the Third Party Service by calling the telephone number given in the other provider's offer. The subscriber shall pay the price for the Third Party Services that it has ordered and agrees that the Provider shall be exclusively entitled to collect this price. The Provider shall indicate the price for a Third Party Service on the bill. Not providing a Third Party Service properly and on time to the subscriber shall not relieve the subscriber of its obligation to pay the Provider the price for it. The Provider shall not be liable for defects in Third Party Services and the subscriber shall be entitled to lodge claims due to defects or the non-supply of Third Party Services solely to the provider of such service. The other provider shall issue the subscriber with a tax document at its express request. A list of other providers is published on [www.upc.cz](http://www.upc.cz). The Provider shall not be entitled to issue a tax document for Third Party Services.

## **Article 7      Restriction of the Network, Putting the Network out of Operation**

- 7.1 The Provider shall ensure the availability of the Services to the extent described in the Contract and the Specification of the Services.
- 7.2 The Provider shall be entitled to restrict the provision of the Services for the necessary period for serious technical or operational reasons.
- 7.3 The Provider shall not be liable for the non-functioning, breakdowns or restrictions in the functioning of the internet network or for the effect that such non-functioning of the internet network has on the Services.
- 7.4 The Provider may restrict or interrupt the provision of the Services in crisis situations, in particular in the state of emergency, natural disasters, epidemics and if the Provider is obliged to make such restriction or interruption by a decision of a state authority of the Czech Republic.
- 7.5 After giving prior warning the Provider shall be entitled to restrict or interrupt the provision of Services provided on the basis of Contracts concluded between the subscriber and the Provider if the subscriber breaches the General Conditions or is in default of payment of an amount for the provided Services, including after the expiry of an alternative deadline, is using equipment that is not authorised for operation in the Czech Republic, there is reason to suspect that the subscriber or a third party has misused or is misusing the Services, the subscriber has refused to pay a deposit or to provide another guarantee stipulated by the Provider or is using the Services

in a way that could negatively affect the operation of the network or part thereof, or the quality of the Services provided to other subscribers. The use of the Services in a manner other than that stated in the General Conditions or in a manner that is not in accordance with the General Conditions or the Specification of the Services shall also be deemed misuse of the Services. In such a case the Provider shall be entitled to restrict or prevent the use of the Services.

- 7.6 The Provider may renew the supply of Services that it has restricted or interrupted for one of the reasons contained in paragraph 7.5 after it demonstrably finds that the reasons for the restriction or interruption in the provision of the Service have disappeared due to further action by the subscriber. The Provider shall be entitled to demand a fee for renewing the supply of Services according to the Price List if such a fee is charged.
- 7.7 The obligation according to paragraph 7.1 cannot be met if there is a risk of the network being overloaded or if such overload occurs. If this is the case the subscriber shall be entitled to use the Services only to the extent of the permitted capacity. The Provider may stipulate the permitted volume of transmitted data for individual services. The permitted volume shall be exceeded if between the first and last days of the period set by the Provider (hereinafter the “**period**”) the volume of transmitted data permitted for a particular service has been used up. As soon as the subscriber exceeds the permitted volume of transmitted data, the Provider shall be entitled to restrict the provision of the Service to the subscriber by restricting the speed of data transmission. The Service shall be renewed in full at the start of the period following the period, in which the permitted volume of transmitted data was exceeded.
- 7.8 The Provider reserves the right to restrict access to an e-mail account which has not been accessed for at least 5 (five) months, including without notifying the subscriber in advance. Access can be regained via the Client Centre. If the subscriber does not request access to the e-mail account within 1 (one) month of access being restricted, the Provider reserves the right to delete the e-mail account.
- 7.9 The Provider also reserves the right to restrict access to voice-mail which has not been accessed for at least 5 (five) months, including without notifying the subscriber in advance. Access can be regained via the Client Centre. If the subscriber does not request access to the voice-mail within 1 (one) month of access being restricted, the Provider reserves the right to delete the voice-mail.

## **Article 8 Term and Termination of the Contract**

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- 8.1 The Contract shall be concluded for an indefinite period.
- 8.2 The Contract shall be valid from the date of its signing by both contracting parties and shall take effect on the date that the supply of the Services commences, unless it is stated otherwise in the Contract. The supply of the Services shall be commenced on the day that the terminal point or the Provider’s equipment is successfully installed. The Provider may verify the success of the installation with the help of the subscriber’s Terminal Equipment.
- 8.3 The subscriber shall be entitled to withdraw from the Contract without giving a reason, but only after the minimum period of use, expressed in calendar months, stated in the Contract; if notice is given earlier, the legal consequences of the notice shall take effect on the day the minimum period of use ends. If the minimum period is not stated in the contract it shall be assumed to be 3 (three) whole calendar months. The notice period shall be 35 (thirty five) days and shall commence on the day after written notice has been delivered to the Provider. An individual service according to the Provider’s offer may also be terminated or ordered. The minimum period of use shall also apply to individual services ordered after the conclusion of the Contract and shall be indicated in a written agreement on an amendment to the Contract. If it is not stated in the notice which Service it applies to, it shall be assumed that the notice applies to the Contract as a whole.
- 8.4 The subscriber shall be entitled to terminate the delivery of a telephone Service before the end of the minimum period of use if the number is transferred, after paying the Provider the charge for transferring the number if there is such a charge; in this case the subscriber shall also pay the Provider the regular monthly charges for the period remaining until the end of the minimum period of use, for which the Contract has been concluded.

- 8.5 During the notice period the Provider shall be entitled to charge the subscriber the regular charges or other charges according to the Contract and the current valid Price List and the subscriber shall duly pay such charges. The termination of the Contract shall not affect the Provider's entitlement to the payment of amounts owed for Services or other charges arising from the Contract.
- 8.6 The subscriber shall also be entitled to terminate the Contract if it does not accept a proposal for an amendment to the regular charges made by the Provider according to paragraph 6.6 of the General Conditions or if it does not accept an amendment to the General Conditions that is not due to an amendment to legal regulations and means a worsening of conditions for the subscriber. In such a case notice may be given no later than 15 (fifteen) days after the new regular charges or General Conditions are published. The notice period shall be 30 (thirty) days and shall commence on the day after the subscriber's written notice is delivered to the Provider.
- 8.7 In cases of doubt it shall be assumed that a written notification, call, proposal, notice or other communication according to the Contract has been demonstrably delivered to the other contracting party on the 5<sup>th</sup> (fifth) day after the parcel was handed over for postal delivery to the subscriber's address or the Client Centre address stated in the Contract or on the 2<sup>nd</sup> (second) day after being sent if sent by e-mail to the subscriber's address or the Client Centre address stated in the Contract, or - if the subscriber announces a change of contact details according to paragraph 4.2 during the validity of the Contract - to the subscriber's last known address or e-mail address.
- 8.8 The Provider shall be entitled to withdraw from the Contract (a) in the event of the systematic non-payment or a systematic delay in the payment of charges by the subscriber (systematic non-payment shall be the existence of at least 3 (three) unpaid bills for services and a systematic delay in payment shall be the payment of two consecutive bills after their maturity date), (b) if the subscriber has given untruthful information in the Contract, has not notified the Provider of an amendment to the contact details in the Contract or unreasonably refuses to give the provider reasonable cooperation for the performance of the Contract, (c) if the subscriber does not provide a guarantee according to article 2.11, (d) if a bankruptcy petition has been filed on the subscriber's property or if a bankruptcy petition has been rejected due to a lack of property. or settlement proceedings have been commenced, or the subscriber has gone into liquidation, or (e) in the event of a repeated fundamental breach of obligations arising from the Contract or the General Conditions by the subscriber.
- 8.9 In the event of a withdrawal from the Contract by the Provider for the reasons specified in paragraph 8.8 before the end of the minimum period of use, the subscriber shall pay the Provider a contractual fine equal to the sum of the regular monthly charges remaining until the end of the minimum period of use. The subscriber shall pay this contractual fine within 30 (thirty) days of the end of the Contract.
- 8.10 The Provider shall also be entitled to withdraw from the Contract if (a) it loses its licence to provide the Services that form the subject of the Contract, (b) the contract between the Provider and owner or administrator of the property, in which the terminal point is located, is terminated, (c) unforeseeable circumstances occur during the installation of the terminal point that prevent the Provider from commencing the delivery of the ordered services within 60 (sixty) days of the signing of the Contract, (d) there are other technical reasons on the part of the Provider preventing the Provider from fulfilling the subject of the Contract for more than 30 (thirty) days and no other agreement is made between the contracting parties.
- 8.11 The subscriber shall be entitled to withdraw from the Contract if the Provider demonstrably ceases to deliver the Services for more than 30 (thirty) days.
- 8.12 The contracting parties agree that if the Contract is terminated the activation or access charges shall be non-returnable, with the exception of the termination of the Contract for the reason given in paragraph 8.10 c) of the General Conditions where the Provider shall return all previously paid charges to the subscriber within 60 (sixty) days of the termination of the Contract.
- 8.13 If, in the event of notice or termination of the Contract, the subscriber has an overpayment for regular charges comprising unidentified payments that have not been set off, the Provider shall

return this overpayment to the subscriber at its request within 60 (sixty) days of the delivery of the call to the Provider.

## **Article 9      Gathering and Using Information about Subscribers**

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- 9.1 The Provider shall draw up and keep a current list of all subscribers, authorised representatives of subscribers and users (hereinafter the “**subject of the information**”). This list shall contain personal and mediatory data, operation and localisation data (hereinafter the “**Data**”). Personal and mediatory data shall mean the academic title, name, surname, addresses, ID number, business name, registered office, place of business, identification number, etc., also payment record information, bank details, etc. Operation data shall mean any information processed for the purpose of transmitting messages via electronic communication networks or for charging for them (telephone calls, data transmissions, short text messages and other Services provided by the Provider), the calling number, the called number, data, time, length of transmission, type of Service provided, etc. Localisation data shall be any data processed in electronic communication networks that determine the geographical location of the user’s terminal equipment. The Provider shall protect the Data to the maximum possible extent corresponding to the level of technical development.
- 9.2 The subject of the information is aware and agrees that the Provider shall process the Data manually and automatically, itself or through the parties specified in paragraphs 9.5 and 9.9 and that it shall be entitled to gather it, process it (in accordance with the Data Protection Act) and use it in accordance with Czech law for the purposes arising from the relevant legal regulations and for the purposes of operating and protecting networks, providing the Services and related services, charging for the Services and carrying out acts relating to the above and to the extent necessary for operating and protecting networks, providing the Services and related services, charging for them, carrying out acts relating to the above and for the transmission of information by networks, for the period necessary to achieve the aforementioned purposes, but for no longer than the duration of the contractual relationship or until the complete settlement of the contractual rights and obligations, or for the period laid down in the relevant legal regulations or in accordance with them. The subject of the information is aware that the business name, registered office or the registered office of a branch in the Czech Republic and identification number, name, surname and address of the person entitled to act, if it is a legal entity in business; the name, surname, or business name, address, place of business and identification number, if it is a physical entity doing business, and the name, surname, address, date of birth and ID number or name and registered office, or the registered office of a branch in the Czech Republic, and identification number of a legal entity, if it is an entity not in business, is compulsory information in order for the Contract to be concluded and performed. If this information is not given by the subject of the information, the Contract cannot be concluded or performed. Other personal data shall be provided by the subject of the information voluntarily.
- 9.3 The subject of the information agrees that the Provider shall be entitled, either itself or through the parties mentioned in paragraphs 9.4 and 9.5, to process the Data for the purpose of offering products and Services, for value added services, for marketing and business purposes and for other purposes agreed upon with the subscriber, all to the extent to which it has been provided by the subject of the information or arising from the nature of the Services provided or to which the Provider has acquired it while providing the Services or related services, if it is necessary in order to achieve the purposes specified in paragraph 9.3. The Provider shall be entitled to process the Data for the aforementioned purposes for the period stated on the relevant form, document or other medium and, if such a period is not set, for the entire duration of the contractual relationship or until the complete settlement of the contractual rights and obligations or for the period stipulated in the relevant legal regulations or in accordance with them. The subject of the information freely, knowingly and unambiguously agrees to the above-mentioned processing of its Data by the Provider or its commercial representative or the parties mentioned in paragraphs 9.4 and 9.5. The Provider may stipulate a form of expression of will which may differ depending on the type of approval. It may, for example, be a signature on the relevant form or other document or the use of a Service, the sending of an e-mail, the filling in of a

registration form on the Provider's website or similar act. If the subscriber has retracted its approval for the processing of Data according to paragraph 9.7 and if it carries out the act described above, it shall be assumed that it again approves of its Data being processed. This repeated approval for the processing of Data shall also apply to Data acquired while approval was not granted, unless the Law states otherwise. The subject of the information agrees that for the purposes specified in paragraphs 9.3 and 9.9 the Provider shall be entitled to process the name, surname and address of the subject of the information also after the contractual rights and obligations have been settled in order to offer business and services.

- 9.4 Furthermore, the subject of the information agrees that, in accordance with valid legal regulations, the Provider shall be entitled to provide the Data necessary for the provision of the Services to parties supplying or entitled to supply a public communication network or assigned resources, for the purpose of connection and access to the network, for mutual billing and to prevent the misuse of the network and the Services for the period stated in paragraph 9.2. The subject of the information agrees that the Provider shall also be entitled to provide the Data to the extent, for the purposes and period stated in article 9 to parties representing the Provider or otherwise legitimately protecting its interests or contributing to the creation, offer, alteration, provision and operation of the Services, value added services and related services or to the operation and maintenance of systems, via which such Services are provided to the subjects of the information.
- 9.5 The Provider shall handle the Data only in accordance with article 9, unless legal regulations state otherwise, it shall guarantee its appropriate protection and, with the exception of cases imposed or allowed by Law or agreed upon with the subject of the information, it shall not divulge it to third parties. The subject of the information agrees that the Provider shall also be entitled to provide the Data, including ID number and information about the extent and nature of a breach of contractual obligations to duly pay for a service that has been provided and information about a subsequent payment record to parties administering the register of information about subscribers and other parties, in order to verify and evaluate the subscriber's payment record and reliability, in particular the SOLUS association, reg. no. 69346925, which shall be entitled to make the Data available to parties authorised to inspect such register ([www.solus.cz](http://www.solus.cz)), only in the event that the subscriber has not paid the Provider a particular amount by the maturity date. This approval shall be given by the subscriber from the Contract validity date and for a period of three years following the date of payment of the last financial obligation towards the Provider. The rights and obligations of administrators, processors and the subjects of the information are contained in generally binding legal regulations. The Provider shall give Data to third parties only to the necessary extent.
- 9.6 The subject of the information agrees to the Provider making the subscriber number of the subscriber or user available to other network subscribers or third parties. Furthermore, the subscriber agrees that the Provider shall be entitled to publish a list of subscribers giving their names, surnames, addresses and subscriber numbers, or also business names, registered offices or places of business, e-mail addresses and information about whether the subscriber or user does not wish to be contacted for marketing purposes. This shall not apply to subscribers or users that do not agree to this information being published or use a Service that does not permit the publication of their subscriber numbers. The Provider shall provide this data about the subscriber to parties authorised according to or on the basis of a separate regulation. In such a case the subscriber or user shall be entitled to verify the information and to ask for it be corrected, in the manner specified by the Provider.
- 9.7 The subject of the information shall be entitled at any time to withdraw its approval for the processing of Data according to paragraphs 9.6, 9.8 and 9.9, in an express, clear, precise and demonstrable expression of will (for example, in the form of a registered letter) after proper identification of the subject of the information. After approval has been withdrawn neither the provider nor a third party shall continue to process Data acquired after approval for the processing of Data has been withdrawn or Data acquired before approval was withdrawn but not yet processed. When using value added services the subject of the information shall be entitled to temporarily refuse the processing of localisation data according to paragraph 9.2 for an individual network connection or a message transmission, in the manner specified by the

- Provider. The subject of the information shall be entitled to refuse approval for the use of its electronic contact also with regards to the sending of each individual message.
- 9.8 The subject of the information shall have the right to have the Data altered. The subject of the information shall also have the right to information about personal data that the Provider, either itself or through the parties specified in paragraphs 9.4 and 9.5, processes, to the extent and under the conditions contained in Section 12 of the Data Protection Act. If the subject of the information finds that the Provider is processing Data in contravention of the protection of the subject of the information's private and personal life or in contravention of the Law, the subject of the information shall have the right to demand an explanation from the Provider. In these cases the subject of the information shall also have the right to demand that the Provider remove such a state (this could apply in particular to the blocking, correction, addition or erasure of personal data). If the Provider does not satisfy the subject of the information's request for an explanation or the removal of a defective state according to the previous sentences, the subject of the information shall have the right to go to the Data Protection Office (hereinafter the "Office"). The subject of the information may also go directly to the Office. Other rights that the subject of the information has are contained in Section 21 of the Data Protection Office.
- 9.9 The subject of the information agrees to the Provider informing it in the form of business reports about its services and products, or about the services and products of business entities that are in a contractual relationship with the Provider, by using its postal address, e-mail address, subscriber number, automatic calling equipment, fax or in another similar way.

## **Article 10 Common and Final Provisions**

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- 10.1 The subscriber shall not be entitled without the Provider's prior written approval to transfer or assign its contractual rights and obligations to a third party.
- 10.2 The subscriber hereby grants approval for the assignment of the Provider's contractual rights and obligations to another party subject to the same management according to Section 66a of the Commercial Code; the Provider may assign claims for the payment of Services arising on the basis of the Contract under the conditions laid down in legal regulations.
- 10.3 The Contract may be amended by written agreement between the contracting parties or using the procedure contained in the Contract. The Provider shall be entitled to unilaterally alter the General Conditions.
- 10.4 In accordance with Section 262, paragraph 1 of the Commercial Code the contracting parties agree that their contractual relationship and disputes arising from it shall be governed by the Commercial Code. The Contract shall also be governed by the provisions of the Electronic Communications Act 127/2005 Coll., as amended.
- 10.5 The subscriber agrees that audio recordings may be taken of its telephone conversations with the Provider relating to the performance of the contractual rights and obligations in order to check internally the Provider's services and increase their quality.
- 10.6 The parties agree that any complaints by the subscriber shall be resolved by the Client Centre. For the purposes of these General Conditions the Client Centre shall be the complaint point. Complaints shall be regulated by the Complaint Rules issued by the Provider.
- 10.7 The Contract is usually drafted in one original and two copies, of which the Provider shall receive one original and one copy and the subscriber one copy; if the Contract is drafted in one original and one copy, the Provider shall receive one original and the subscriber one copy.
- 10.8 The Provider shall be entitled to allocate the subscriber an access password which shall be used for secure communication between the subscriber and the Provider. The subscriber shall treat its access password as confidential information and shall be responsible for the handling of its password, its loss or disclosure. If the password is disclosed or lost, the subscriber shall notify the Provider of this fact immediately, via the Client Centre.
- 10.9 The contact details given by the subscriber in the Contract shall be used for communication between the subscriber and the Provider. Unless the subscriber notifies the Provider of an amendment to its contact details it shall be assumed that a communication has been delivered properly if it has been delivered to the last contact address given (or e-mail address or telephone number). If, as part of the Internet access services, the Provider has allocated the subscriber an

e-mail address, this address shall generally be used for communication with the subscriber. If there is doubt about whether a Service has been provided or whether an act (call, reminder, etc.) has been carried out, the printout from the exchange or the Provider's other equipment shall be decisive.

10.10 If any of the provisions of the General Conditions are found to be unlawful, invalid or unenforceable, the validity and effect of the other provisions of the General Conditions shall not be hereby affected.

10.11 These General Conditions for the provision of electronic communication services shall take effect on 1.4.2008 and cancel and replace the Provider's previous General Conditions for the provision of publicly available electronic communication services. These General Conditions shall cease to be in effect once later general conditions take effect.