

General Terms and Conditions for the Provision of Publicly Available Electronic Communications Services of UPC Česká republika, a.s. (hereinafter referred to as the „General Terms and Conditions“)

Article 1 Subject Matter of the General Terms and Conditions

1.1 UPC Česká republika, a.s., having its registered office in Prague 4, Závěšova 5, Company Registration Number 00562262, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 5452 (hereinafter also referred to as the „**Provider**“), undertakes to provide, under these General Terms and Conditions, electronic communications services to the subscriber to the subscription of which the subscriber is committed by having indicated them on the specific agreement on the provision of electronic communications services (hereinafter referred to as the „**Services**“). The current version of the General Terms and Conditions is publicly available at www.upc.cz and in the Customer Service Centre of the Provider (hereinafter referred to as the „**Customer Service Centre**“). For the purposes of these General Terms and Conditions the Customer Service Centre shall mean a business unit of the Provider intended to make contact with the Provider's subscribers, in particular, through telephone, electronic means or in writing.

Article 2 Provision of Services

2.1 The Provider shall provide electronic communications services to subscribers, mainly public telephone service, internet access services and cable radio and television broadcasting services. The Provider shall also provide additional services to all the above mentioned services.

2.2 The Provider shall be obliged to provide Services in compliance with generally binding legal regulations.

2.3 The current specification of Services and information on additional services are published on the Provider's website www.upc.cz and in the Customer Service Centre. The Provider shall be entitled to unilaterally change the program offer of the cable radio and television broadcasting service.

2.4 The Provider shall provide Services contracted, by means of the subscriber line connected to the Provider's electronic communications network, which is placed either outside or inside the real property the address of which is specified in the agreement on the provision of publicly available electronic communications services (hereinafter referred to as the „**Agreement**“) as the place of installation; such a subscriber line shall be considered the end point of the Provider's electronic communications network (hereinafter referred to as the „**End Point**“). The End Point shall normally be the subscriber's outlet.

2.5 The Subscriber acknowledges that the Provider shall not be liable for the use of Services and the consequences thereof.

Furthermore, the Provider shall not be liable for the functionality and operability of the Subscriber's Terminal Equipment link to the End Point and/or Provider's equipment including additional equipment placed beyond the End Point.

2.6 The conclusion of the Agreement is conditioned by the submission of documents showing, in particular, the identity of an applicant wishing to conclude the Agreement and the right to use the place of installation, as well as the submission of other documents as reasonably required by the purpose of the Agreement.

2.7 The Subscriber undertakes to fulfil its obligations under the Agreement and these General Terms and Conditions and in compliance with the current Pricelist and to pay relevant fees for the Services contracted as invoiced by the Provider.

2.8 The scope of the Services contracted by the Subscriber under these General Terms and Conditions as specified in the Agreement may be amended by agreement of contracting parties in compliance with the current Provider's service offer. The respective contracting party shall be obliged to notify the other contracting party of the proposed change at least 30 (thirty) days prior to the effect of the intended change. Contracted services may not be normally changed within the minimum period of use and not more than once in three calendar months. The Subscriber shall normally communicate the extension of the Services contracted by completing and delivering the signed agreement on amended Agreement indicating new requirements, to the Provider.

2.9 The Provider hereby represents that it has the relevant licences to exercise all the rights and obligations under the Agreement and the General Terms and Conditions.

2.10 A limited or suspended provision of Services by the Provider due to Subscriber's breach of obligations under the General Terms and Conditions shall not relieve the Subscriber of the obligation to pay fees under the Agreement and General Terms and Conditions in compliance with the current Pricelist of the Provider.

2.11 The Provider shall be entitled to request guaranties from the Subscriber in compliance with the current Pricelist.

2.12 The Provider shall be entitled to introduce additional network or Services protection should such protection be deemed beneficial for the Subscriber or the network.

2.13 The Provider shall be entitled to refuse to conclude the Agreement if the Subscriber failed and/or fails to fulfil its obligations to the Provider or other entities and it may be reasonably assumed that such obligations shall not be fulfilled.

Article 3 Equipment for the Provision and Use of Services

3.1 Unless the contracting parties agree otherwise in writing, the technical equipment and the components thereof that facilitate the provision of Services, shall be the exclusive property of the Provider (hereinafter referred to as the „**Provider's Equipment**“) and the Provider shall be entitled to change it, supplement, relocate or modify at its discretion.

3.2 Unless the contracting parties agree otherwise in writing, the Subscriber shall be obliged to provide, at its own expense and under the generally binding legal regulations, hardware and software equipment (including its installation), input and output devices including their functionality required for the connection to the End Point (hereinafter referred to as the „**Subscriber Terminal Equipment**“), and/or Provider's Equipment.

The Provider shall not be liable for the functionality or operability of the Subscriber Terminal Equipment.

3.3 For the purpose of using Services and based on the previous written agreement with the Subscriber, the Provider may temporarily provide the Subscriber with the relevant additional equipment (hereinafter referred to as the „**Additional Equipment**“); such temporary provision of Additional Equipment may be conditioned by the prior Subscriber's advance payment provided in compliance with the Pricelist effective at the time when the agreement on the equipment provision was concluded. Such an advanced payment is used mainly to protect the Provider's property right and may be reimbursed under the terms and conditions specified under Article 3 and/or Article 6 of the General Terms and Conditions. The Subscriber shall not acquire property right to the Additional Equipment, unless the contracting parties have agreed otherwise. The Subscriber shall be liable for damage, loss or destruction of the Additional Equipment provided until it is returned under para 3.6., unless the Additional Equipment has been damaged also otherwise.

3.4 The Subscriber undertakes to use the Provider's Equipment and the Additional Equipment properly in compliance with the Provider's instructions and/or in compliance with the instructions of the manufacturer of the respective equipment, mainly to avoid reduced functionality through its usage or its excessive wear and tear. In particular, the Subscriber undertakes not to connect any machinery, devices or other equipment to the Provider's Equipment or Additional Equipment, which are not in compliance with generally binding legal regulations of the Czech Republic.

3.5 The Provider shall be entitled to transfer the property right to selected Additional Equipment to the Subscriber, and this shall be specified in the Agreement. The property right shall be transferred under the terms and conditions, and usually with a discounted price, as specified in the Pricelist. In the event of default of the Pricelist terms and conditions the Provider shall be entitled to require the difference between the discounted and basic price of the equipment as specified in the Pricelist.

3.6 The Subscriber shall be obliged to return the Provider's Equipment or Additional Equipment (each item specified by a manufacturing number) provided to it, to the following address: LICA s.r.o., Kostomlátecká 20/39, 28802 Nymburk, not later than 7 days of the Agreement termination, at its own expense and risk (the Provider recommends to subscribers, in case the equipment is returned by post, to insure the consignment for the sum equal to the equipment value specified in the Pricelist). The equipment

shall be deemed returned upon its takeover by the Provider or by a person thereto authorised by the Provider.

3.7 If the Subscriber fails to return the Provider's Equipment or Additional Equipment to the Provider within the time period specified under para 3.6 or, returns it in a malfunctioning state or in a condition, which obviously does not correspond to common wear and tear, the Provider shall be entitled to charge the Subscriber a one-off contractual penalty of CZK 5,000.

3.8 The return of the Equipment prior to the Agreement termination shall not relieve the Subscriber of the obligation to pay regular fees until the Agreement termination. The early returned equipment shall be repeatedly leased to the Subscriber at its own request. The cost incurred in relation to the repeated lease under the paragraph hereof shall be borne by the Subscriber.

3.9 The Subscriber shall not be entitled to dispose of the Provider's Equipment or Additional Equipment in any manner whatsoever. In particular, the Subscriber shall not be entitled to change the place of installation of such equipment without a prior written consent of the Provider, to enable the handling of such equipment by third parties, to provide such equipment as a pledge or to export it outside the territory of the Czech Republic.

The Subscriber shall not be entitled to alter the Provider's Equipment or Additional Equipment in any manner whatsoever, nor to enable such alterations to a third party, which has not received a prior written consent to such alterations from the Provider. The breach of the Subscriber's obligation under this Article shall be deemed a material breach of the Agreement.

3.10 The Subscriber shall be obliged to notify the Customer Service Centre of a theft, loss, destruction or damage of the Provider's Equipment or Additional Equipment not later than 24 hours of the occurrence or discovery of such an event. In the event of destruction, theft or damage of such equipment or its part under the previous clause, the Subscriber shall be entitled to its replacement, after the compensation for damage incurred to the Provider has been paid. In the event of a loss, destruction, theft or damage of equipment related to the breach of obligations under para 3.9 of the General Terms and Conditions, the Subscriber shall be obliged to pay a contractual penalty under para 3.7 to the Provider.

3.11 The Provider undertakes to reimburse the deposit paid under para 3.3 to the Subscriber not later than 60 (sixty) days of the return of complete and undamaged Additional Equipment to the Provider, provided that the advance payment has not been settled under para 6.10. of the General Terms and Conditions.

Article 4 Use of Contracted Services

4.1 The Subscriber undertakes to provide the assistance needed for the performance under the Agreement to the Provider. At the same time it represents that, for the purpose of required electronic communications network installation in the real property where the End Point is to be placed, the real property owner has granted approval of the installation. Should this obligation be breached the Subscriber shall be held liable for the damage thereby incurred to the Provider.

4.2 The Subscriber shall be obliged to notify the Customer Service Centre of any and all changes of subscriber or payer data specified in the Agreement (mainly telephone number and mail delivery address), usually in advance, however, not later than 7 days of the change occurrence.

4.3 Should the delivery of Services require technical cooperation with the supplier of the Subscriber Terminal Equipment, the Subscriber shall be obliged, at its own expense, to ensure it. The Subscriber undertakes to make itself familiar, at its own expense, with the rules of operation of networking services and electronic communications equipment, the knowledge of which is required for the use of Services.

4.4 The Subscriber hereby grants approval to the Provider or to the supplier authorised by the Provider to conduct works related to the delivery of Services, mainly to repair, modification, assembly, maintenance, adjustment, amendment, change, relocation, review, measurement or disassembly etc. of the Provider's Equipment and Additional Equipment in the place of installation and in other premises of the real property in which the End Point is located, in the presence of the Subscriber or its representative. For the purpose of the performance under this Agreement the Subscriber undertakes to provide, upon request, access to the place of installation to the Provider or supplier authorised by the Provider, throughout the term of the Agreement, as well as with respect to the termination thereof. The Subscriber acknowledges that the failure to provide assistance under this provision may result in failed or limited provision of Services.

4.5 The Subscriber acknowledges that the installation, use, monitoring, maintenance, repairs and removal of the Provider's Equipment and Additional Equipment may result in the failure of Services.

4.6. The Subscriber undertakes to use Services exclusively for its own purpose and to enable the use of Services only to persons that share the same household with the Subscriber. The Subscriber shall not be entitled to enable the use of Services to third parties, either gratuitous or for consideration, without a prior written approval of the Provider. The breach of this provision shall be deemed a material breach of the Agreement. The Subscriber shall be liable for damage incurred in relation to unauthorised use of the contracted Services by third parties.

4.7 The Subscriber further undertakes:

a) to use Services in compliance with their Specification, these General Terms and Conditions and applicable generally binding legal regulations; the Subscriber shall be obliged to notify the Provider, without undue delay through the Customer Service Centre, of any change in Services that has not been initiated by the Subscriber or which has not been notified by the Provider.

b) not to make any alterations of the Provider's network equipment, nor to change the setup of the Terminal Equipment possessed by the Provider;

c) not to connect more items of Terminal Equipment to the End Point than specified in the Service Specification;

d) not to connect any equipment the nature, purpose or use of which is not in compliance with generally binding legal regulations or the General Terms and Conditions either to the End Point or to the Additional Equipment.

e) not to use the Service in a manner or for the purpose that would breach generally binding legal regulations or rights of third parties. The Subscriber may not, in particular, make any attempts at entering networks, systems or services to which it does not hold relevant authorisation or approval from their owner or operator.

f) not to make malicious and annoying calls.

4.8 Furthermore, the Subscriber undertakes not to use or disseminate any tools, codes or means that jeopardise the security and integrity of networks of the Provider or third parties, and/or End Points of other subscribers.

4.9 Any breach of obligations under this article or any other conduct that may be considered abuse of Services due to the Subscriber, shall be deemed a material breach of the Agreement and the Provider shall be entitled to immediately limit or suspend the provision of Services also without prior notification; should the Subscriber prove to the Provider that the situation has been rectified, the Provider may renew the provision of Services to the Subscriber, usually at the Subscriber's written request and after the payment of the relevant fee as specified in the Pricelist.

4.10 In the event of breach of any obligation specified under this Article, the Provider shall be entitled to require the payment of the contractual penalty of CZK 10,000 (ten thousand Czech crowns) from the Subscriber for any such breach and the Subscriber shall be obliged to pay such a contractual penalty to the Provider. The exercise of the right to a contractual penalty shall not prejudice the Provider's right to require compensation for damage.

Article 5 Troubleshooting and Removal of Defects (Claims)

5.1 The Subscriber is obliged, through the Customer Service Centre, to notify the Provider of a limited or suspended provision of Services, defects on the Provider's Equipment or Additional Equipment (hereinafter referred to as the „Defect“) without undue delay after they were ascertained.

5.2 The Provider undertakes to remove defects on the part of the Provider, should they prevent the Subscriber from full use of Services under par 1.1, within 2 (two) business days of the notification thereof to the Customer Service Centre, unless it is prevented from doing so by objective reasons, for example, impossible access to the End Point or another Provider's Equipment, interrupted power supply, etc.

5.3 The cost of the Defect removal shall be borne by the Provider subject to cases in which the Defect was caused by the Subscriber or due to reasons on the part of the Subscriber, the Defect was caused by the Subscriber Terminal Equipment failure or the Subscriber insisted on the service intervention even though it had been advised of the fact that the Defect was not on the Provider's Equipment.

5.4 From the moment of notification under para 5.1 the Subscriber shall be entitled to a discounted price equal to the respective pro rata portion of the monthly fee for the period in which it was not possible to use the service and the Defect on the part of the Provider was duly reported. The discounted fee shall normally be, upon a written request by the Subscriber, set off in the next bill, however, not later than within one month from the delivery of the written request for a discount to the Customer Service Centre, generally in a manner as specified under para 6.10 of the General Terms and Conditions. The request shall be delivered without undue delay, however, not later than 2 (two) months from the day when the Service could not be used. Alternative performance for the period of the Defect shall not be provided.

5.5 Should the Subscriber be convinced that the scope, quality or price of Services provided fail to comply with the terms and conditions declared, and therefore they show defects, it shall be entitled to claim the right from liability for these Defects in the Customer Service Centre. The Subscriber shall be obliged to claim errors in erroneously billed monthly fees and/or other payments for Services provided without undue delay, however, not later than 2 (two) months from the delivery of the bill, otherwise the Subscriber's right shall expire. Other defects of the Service contracted and provided shall be claimed by the Subscriber without undue delay after they were ascertained, however not later than 2 (two) months of the defective Service provision.

5.6 The exercise of the claim of the above regular fees charged and/or other fees for the Services provided shall not have suspensive effect and the Subscriber shall be obliged to pay in full and within the payment period the amount charged for the Services provided.

5.7 The Provider shall be obliged to settle the claim against the amount of regular monthly fees charged and/or other fees for Services provided not later than one month of the claim delivery or, should the claim settlement require consultation with a foreign provider/operator, not later than two months of the claim delivery. Should the claim be acknowledged the Provider shall be obliged to reimburse the Subscriber for the unjustly charged amount not later than one month of the claim settlement, usually in a manner specified under para 6.10 of the General Terms and Conditions. Should the Provider not acknowledge the claim under this paragraph, the Subscriber shall be entitled to claim its objections regarding the manner of the claim settlement without undue delay at the relevant authority, however, not later than 30 (thirty) days of the claim settlement delivery.

5.8 Other claims of the Subscriber shall be settled by the Provider according to their complexity and anticipated technical or administrative demands.

5.9 The Subscriber acknowledges that the Provider shall not be obliged to compensate the Subscriber for damage incurred due to the failure to provide Services or due to defective provision of Services.

5.10 The Subscriber undertakes to pay fees in compliance with the current service fee Pricelist of the Provider for any service works required by the Subscriber beyond the scope of the defects removal or trouble shooting related to the equipment that are borne by the Provider under para 5.3 of the General Terms and Conditions.

Article 6 Fees for Services Contracted and Payment Terms

6.1 The overall scope of Services provided is specified in the Agreement. The Subscriber is obliged to pay the relevant fees in compliance with the current Pricelist within the payment period specified on the billing statement, otherwise within 10 (ten) days from the receipt of the statement; the billing statement shall mean the issuance of an invoice – a tax document, usually in electronic form, and/or simplified tax document or a similar document as specified by the Subscriber, which shall include fees charged to the Subscriber under the Agreement and the General Terms and Conditions, usually for the period of one month (individual partial performance). The day of taxable supply for cable analogue and digital television and internet access services shall be the day of issuance of the document for the billing period, for other services it shall be the day when the actual scope of Services provided was ascertained. Exempted from this rule are the bills for the first and the last period. The billing statements for the first period shall include the part of the month in which the Service was used, from the commencement of its provision and including the entire first month (the first partial taxable supply), and the billing statements for the last period usually include the debited fees for Services charged for the previous period as of the

date of the terminated Service provision; the day of the taxable supply is specified on the billing statement. The billing of regular fees shall be done based on a payment schedule.

6.2 Should the Provider, according to applicable legal regulations, be obliged to provide the billing statement of Services provided, it shall be done in electronic or printed form. The Subscriber shall select the billing method by marking the relevant box in the Agreement. Should the Subscriber fail to select the billing method as specified in the previous clause and at the same time indicate its e-mail address, the electronic form of billing shall be deemed selected.

6.3 Activation and/or entry fees shall have the same due dates as billing statements under para 6.1, and/or shall be due at the Provider's request.

6.4 The Subscriber may receive an extraordinary billing statement due to changes in invoicing date, program offer, amount of a regular fee, for administrative reasons or in other justified cases (for example, the billing of a contractual penalty, provision of a security) without prior written notification. The Subscriber shall be obliged to settle such an extraordinary billing statement within the payment period specified thereon, otherwise within 5 (five) days of the statement receipt.

6.5 The method and interval of the regular fees payment may be changed by agreement of the contracting parties. A contracting party is obliged to notify the other contracting party of the proposed change of the method or interval of the regular fees payment in writing at least 30 (thirty) days prior to the anticipated effect of the proposed change. Should the Subscriber be a natural person it may pay regular fees through Collective Payments of Household Bills (Soustředěné inkaso plateb obyvatelstva (hereinafter referred to as "SIPO"). The Subscriber (payer) is identified by the payer's connection number. The Provider (payment receiver) may assign the Subscriber to the SIPO system only based on this connection number. Therefore, should the Subscriber provide a wrong connection number to the Provider or should it fail to notify the Provider thereof at all, the method of payment of regular fees shall be changed to the payment by postal order.

6.6 The Provider shall be entitled, at any time during the term of the Agreement, to propose a change of the amount of regular fees to the Subscriber; the Provider shall be obliged to publish them either on www.upc.cz and in the Customer Service Centre, or in another adequate manner according to its possibilities, at least 30 (thirty) days in advance.

6.7 The Subscriber shall be obliged to pay the fees specified in the current Pricelist, other than fees under para 6.1

and/or contractual penalties within the payment period specified on statements of fees, or not later than 10 (ten) days of the statement receipt unless the due date is specified on the statement.

6.8 All fees specified in the Agreement, General Terms and Conditions and the Pricelist shall be credited by the Subscriber to the bank account of the Provider specified on the first billing statement at the latest, unless agreed otherwise, and within time periods agreed upon. Should there be any doubts, for all payments including extraordinary billing statements it shall apply that statements shall be deemed delivered to the Subscriber on the 5th (fifth) day after its dispatch. The fee shall be deemed paid on the day when the Provider's account was credited with the full amount of the fee.

6.9 The Subscriber shall not be entitled to make any deductions or changes in fees or other payments. Should the Subscriber fail to duly pay the regular fee or another fee under the Agreement, General Terms and Conditions or the Pricelist, and is in default with the payment, the Provider shall ask the Subscriber to pay the fee within an alternative time period, usually not shorter than 1 (one) week. Should the Subscriber fail to rectify the situation within the alternative time period, the Provider shall be entitled to limit the provision of the respective service by preventing an active access to the Service or – if not technically possible – to suspend the provision of the Service to the Subscriber without prior notification. In the event of repeated failure to pay the fee the Provider shall be entitled to suspend the provision of Services; regardless thereof, the Provider shall be entitled to withdraw from the Agreement and to require an immediate compensation for damage and the payment of contractual penalties under the Agreement, General Terms and Conditions and the Pricelist. Should the payer or the Subscriber pay the entire amount due and/or other fees under the Pricelist or the General Terms and Conditions, the Provider may renew the supply of Services within a reasonable time period. Possible overpayments on the Subscriber's account

incurred by the breach of the Subscriber's obligation shall be recorded by the Provider as unidentified payment.

6.10 The Provider shall be entitled to set off its receivables arising from the Agreement from the Subscriber, by a unilateral notification of the setoff against the advance payment under para 3.3., the discount provided under Article 5, or against unidentified payment under para 6.8. with effects of the agreement on setoff, and the unpaid contractual penalty, fees due and/or compensation for damage incurred to the Provider shall be set off preferentially. The notification under this provision shall mean the billing statement including this setoff. For the avoidance of doubts, the Provider shall usually set off an advance payment, deposit, discount or unidentified payment against its receivables from the Subscriber starting gradually from the one dated earliest, and if any of the receivables shall not be paid in full by the setoff, then the setoff shall be made proportionally against each receivable with the same due date; for the purpose of this clause, a receivable of the Provider shall mean any billing statement related to any electronic communications service provided to the Subscriber and not paid in due time. The provisions of the previous clause shall apply also if the amount of the unidentified payment corresponds to any of the receivables or the sum thereof.

6.11 In the event of defaulted payments by the Subscriber, the Provider shall be entitled to charge default interests in the amount of 0.1% of the amount due for each initiated day in default.

6.12 Regular fees paid by the Subscriber under the Agreement in advance for the period in which the Subscriber due to the Agreement termination did not use the Services contracted, shall not be subject to the reimbursement only if the Agreement was terminated by the Provider's withdrawal. In other circumstances, the Subscriber shall be reimbursed the relevant overpayment within 60 (sixty) days.

6.13 The Provider shall be entitled throughout the term of the Agreement to the payment of regular fees under the Agreement, General Terms and Conditions and the Pricelist regardless of whether the Subscriber actually used the Services contracted.

6.14 The settlement of contractual penalties shall not prejudice the Provider's right to the financial compensation for damage in its full amount pursuant to the Pricelist.

6.15 Should the Subscriber be provided with limited or suspended supply of Services at its own request or due to the breach of the General Terms and Conditions, the Subscriber shall forfeit the right to discounts offered, including discounts specified in the Agreement, as of the day when the provision of the Service was limited or suspended.

6.16 The Pricelist is available to the Subscriber at the Provider's website - www.upc.cz and in the Customer Service Centre, and in this form it shall constitute an integral part of this Agreement.

6.17 The Subscriber shall be entitled to order, through Provider's networks, services offered by other providers (hereinafter referred to as "Another Provider" and "Third Party Services") and shall be obliged to pay their price solely through the Provider. The contracting of Third Party Services shall be conditioned by the fact that the Subscriber shall not have blocked the outgoing calls to numbers enabling the access to Third Party Services.

The Subscriber shall order the Third Party Service by putting the call through to the telephone number indicated in the offer of Another Provider. The Subscriber undertakes to pay the price of Third Party Service and it acknowledges that solely the Provider shall be entitled to select this price. The Third Party Service price shall be specified on the billing statement by the Provider. The failure to provide the Third Party Service duly and in time shall not relieve the Subscriber of the obligation to pay its price to the Provider. The Provider shall not be liable for the Third Party Service defects and the Subscriber shall be entitled to lodge claims for defects or for the failure to provide a Third Party Service solely at the provider of such a service. The tax document shall be issued to the Subscriber by Another Provider at its explicit request, the list of other providers is to be found on www.upc.cz. The Provider is not entitled to issue a tax document for the Third Party Services.

Article 7 Limited Network Operation, Putting Network Out of Operation

7.1 The Provider ensures the availability of Services in the extent specified in the Agreement and in the Services Specification.

7.2 The Provider shall be entitled to limit the provision of Services for absolutely necessary period of time for serious technical or operational reasons.

7.3 The Provider shall not be held liable for failed operation, internet network dropouts or limited operation or for the impact of such failed operation of the internet network on Services.

7.4 The Provider may limit or suspend the provision of Services in emergency situations, mainly with respect to the state military preparedness, natural disasters, epidemics and should the Provider be obliged to make such limitation or suspension base on the decision of a state authority of the Czech Republic.

7.5 The Provider shall be entitled, after prior notification, to limit or suspend the provision of all Services provided under the Agreements concluded between the Subscriber and the Provider, should the Subscriber be in breach of the General Terms and Conditions or in default of the payment of the amount equal to the price for the Services provided also after the alternative time period has expired, should it use the equipment not approved for operations in the Czech Republic, should the Subscriber or a third party be justifiably suspected of having abused or abusing the Services, should the Subscriber refuse to provide guarantee or another security specified by the Provider or should it use the Services in a manner that may adversely impact the operation of the network or any part thereof, or the quality of Services provided to other subscribers. The abuse of services shall be deemed to be also the use of Services in a different manner than specified in the General Terms and Conditions and/or in a manner that is not in compliance with the General Terms and Conditions or the Services Specification. In such an event, the Provider shall be entitled to limit or disable the use of Services.

7.6 The Provider may renew the supply of Services the provision of which, for any of the reasons specified under para 7.5 was limited or suspended, after it provably ascertains that such reasons for the limited or suspended provision of Services due to Subscriber's further conduct have ceased to exist. The Provider shall be entitled to require a fee for the renewal of the provision of Services according to the Pricelist, provided that such a fee is charged.

7.7 The obligation under para 7.1 cannot be fulfilled provided that there is a danger of the network becoming overloaded or if such overloading occurs. In this respect the Subscriber shall be entitled to use Services only within the permitted capacity. The Provider may specify the permitted volume of data transmitted for individual services. The permitted volume is exceeded if the permitted volume of data transmitted for the given Service was used up between the first and the last day of the period specified by the Provider (hereinafter referred to as the „**Period**“). As soon as the Subscriber exceeds the permitted volume of data transmitted, the Provider shall be entitled to limit the provision of the Service to the Subscriber by reducing the speed of the data transmission. The provision of the Service shall be renewed in full extent at the beginning of the period following the period in which the permitted volume of data transmitted was exceeded.

7.8 The Provider shall reserve the right to limit access to email account that has not been accessed for at least 5 (five) months, also without prior notification of the Subscriber. The access may be renewed through the Customer Service Centre. In the event that the Subscriber shall not require access to email account within 1 (one) month of the limited access, the Provider shall reserve the right to delete such an email account.

7.9 Furthermore, the Provider shall reserve the right to limit access to voice mail that has not been used for at least 5 (five) months, also without prior notification of the Subscriber. The access may be renewed through the Customer Service Centre. In the event that the Subscriber shall not require access to the voice mail within 1 (one) month of the limited access, the Provider shall reserve the right to delete such a voice mail.

Article 8 Agreement Validity and Termination

8.1 The Agreement shall be concluded for an indefinite period of time.

8.2 The Agreement shall be valid from the day of its signing by both the contracting parties and it shall take effect on the day of the Services supply commencement, unless provided otherwise in the Agreement. The supply of Services shall commence on the day of successful installation of the End Point and/or Provider's Equipment. The Provider may check whether the installation has been successfully completed through the Subscriber's End Point.

8.3 The Subscriber shall be entitled to withdraw from the Agreement without stating reasons, however, only after the minimum period of use expired, expressed in whole calendar months, specified in the Agreement; should the notice of termination be submitted earlier, it shall be deemed delivered on the day when the minimum period of use expired. If the minimum period is not specified in the Agreement it shall be deemed to be 3 (three) whole calendar months. The notice period shall be one month and it shall start running on the first day of the month following the month in which the written notice was delivered to the Provider. Services offered by the Provider may also be cancelled or ordered individually. The minimum period of use shall also apply to individual services ordered after the conclusion of the Agreement and it shall be specified in the written agreement on the amended Agreement. Should the notice fail to include which Service it applies to it shall be deemed to apply to the entire Agreement as a whole.

8.4 The Subscriber shall be entitled to cancel the supply of the telephone Service prior to the lapse of minimum period of use due to the number transfer, after the fee for the number transfer has been paid to the Provider, if such a fee is charged; the Subscriber is in such an event obliged to pay also regular monthly fees to the Provider for the remaining minimum period for which the Agreement was concluded.

8.5 During the notice period the Provider shall be entitled to charge regular fees and/or other fees under the Agreement and the current Pricelist to the Subscriber and the Subscriber shall be obliged to duly pay such fees. The discharge of the Agreement shall not prejudice the right of the Provider to have the due amounts for Services and/or other fees incurred under the Agreement paid.

8.6 The Subscriber shall be entitled to withdraw from the Agreement also if it does not accept the proposed change of regular fees made by the Provider under para 6.6 of the General Terms and Conditions, or if does not accept the change of the General Terms and Conditions not arising from amended legal regulations and which would worsen the terms and conditions for the Subscriber. In such an event the notice may be given not later than 15 (fifteen) days of the day when the new amounts of regular fees or the General Terms and Conditions were published. The notice period is 30 (thirty) days and it shall start running on the day following the day of delivery of the Subscriber's written notice to the Provider.

8.7 For the avoidance of doubts, written notification, request, proposal, notice of termination or another communication under this Agreement shall be deemed provably delivered to the other contracting party on the 5th (fifth) day after the consignment was dispatched by mail to the address of the Subscriber or the Customer Service Centre specified in the Agreement, or on the 2nd (second) day after the dispatch, in the event of electronic message transmission to the contact address of the Subscriber or the Customer Service Centre specified in the Agreement, or – provided that the Subscriber during the term of the Agreement made a notification of change in the contact information under para 4.2 – to the last known address of the Subscriber or the last known contact information of the Subscriber.

8.8 The Provider shall be entitled to withdraw from the Agreement (a) in the event of systematic failure to pay or repeatedly defaulted payment of fees by the Subscriber (systematic failure to pay shall mean the existence of at least 3 (three) unpaid bills for Services and repeatedly defaulted payment shall mean two consequent bills paid after due time), (b) in the event that the Subscriber stated incorrect data in the Agreement, failed to notify the Provider of changed contact information in the Agreement or groundlessly refuses to provide reasonable assistance to the Provider for the performance under the Agreement, (c) if the Subscriber fails to provide a guarantee under Article 2.11, (d) if the bankruptcy petition on the Subscriber's assets has been filed or if the bankruptcy petition was rejected due to insufficient assets, or if the settlement was commenced or the Subscriber has entered into liquidation, (e) or in the event of repeated material breach of obligations of the Subscriber arising from the Agreement and/or the General Terms and Conditions.

8.9 If the Provider withdraws from the Agreement due to reasons stipulated under para 8.8 before the minimum period of use expires, the Subscriber shall be obliged to pay a contractual penalty to the Provider equal to the sum of regular monthly fees remaining until the end of the minimum period of use. The Subscriber shall be obliged to pay such a contractual penalty within 30 (thirty) days of the Agreement termination.

8.10 Furthermore, the Provider shall be entitled to withdraw from the Agreement provided that (a) the Provider loses the licence for the provision of Services that are subject-matter of the Agreement (b) the agreement between the Provider and the owner and/or administrator of the respective real property in which the End Point is located has terminated (c) unpredictable circumstances occur during the End Point installation that prevent the Provider from commencing the supply of services contracted within 60 (sixty) days from the signing of the Agreement (d) there are other technical reasons on the part of the Provider preventing the Provider from performing under the Agreement for the period of time longer than 30 (thirty) days and provided that no other agreement between the contracting parties has been made.

8.11 The Subscriber shall be entitled to withdraw from the Agreement should the Provider provably interrupts the supply of Services for the period longer than 30 (thirty) days.

8.12 The contracting parties have agreed that in the event of the Agreement termination the activation and/or entry fees shall not be refunded subject to the Agreement termination due to a reason specified under para 8.10 (c) of the General Terms and Conditions, under which the Provider undertakes to reimburse all heretofore paid fees within 60 (sixty) days of the Agreement termination.

8.13 If, in the event of the notice of termination or withdrawal from the Agreement, the Subscriber has incurred a regular fee overpayment consisting of unidentified payments that have not been accounted for, the Provider shall be obliged, at Subscriber's request, to reimburse such overpayment to the Subscriber not later than 60 (sixty) days of the notice delivery to the Provider. The Provider shall not reimburse overpayments the amount of which shall not exceed the cost of reimbursement thereof.

Article 9 Gathering and Use of the Subscriber Information

9.1 The Provider shall create and maintain an up-to-date list of its subscribers, authorised representatives of subscribers and users (hereinafter referred to as the „**Data Subject**“). This list includes personal data, identification data, operational and localisation data (hereinafter referred to as the „**Data**“). Personal data and identification data shall mean, in particular, title, name, surname, addresses, birth registration number, corporate name, name, registered office, place of business, company registration number, etc., as well as information on payment morale, bank information, etc.

Operational data shall mean any data processed for the purpose of the message transmission through the electronic communications networks message or for the billing thereof (telephone calls, data transmissions, short text messages, and other Services provided by the Provider), mainly the calling number, the number called, date, time, transmission duration, type of the Service provided, etc.

Localisation data shall mean any data processed in electronic communications networks that determine the geographical position of the user End Point. The Provider shall provide the maximum protection to the Data, in compliance with the level of technological development.

9.2 The Data Subject acknowledges and agrees that the Provider shall process the data both manually and automatically, on its own or through persons specified under para 9.5 and 9.9, and that it shall be entitled to gather, process (within the meaning of the Personal Data Protection Act) and use them in compliance with legal regulations of the Czech Republic for the purposes laid down in applicable legal regulations and for the purposes of the operation and protection of networks, provision of Services and related services, billing of Services and carrying out acts associated with the above mentioned and in the scope required for the operation and protection of networks, provision of Services and related services, their billing, carrying out acts related to the above mentioned, for the period of time and for the transmission of information through networks, for the period needed to achieve the above mentioned purposes, however, not longer than during the validity of the contractual relationship or, until the complete settlement of rights and obligations arising therefrom, or for the period of time stipulated in the applicable legal regulations or in compliance therewith. The Data Subject acknowledges that the corporate name or name, registered office and/or registered office of a business unit in the Czech Republic and company registration number, name, surname and place of residence of the person authorised to act if it shall concern a legal entity conducting business; name, surname and/or corporate name, place of residence, place of business and company registration number if it shall concern natural persons conducting business and name, surname, place of residence, date of birth and birth registration number or the name and registered office and/or registered office of a business unit in the Czech Republic and/or company registration number of a legal entity if it

concerns a legal entity not conducting business, shall be mandatory data for the conclusion of and performance under the Agreement. Should the Data Subject fail to provide the relevant data, the Agreement shall not be either concluded or performed. Other personal data shall be provided by Data Subjects on a voluntary basis.

9.3 The Data Subject agrees that the Provider either on its own or through persons specified under para 9.4 and 9.5 shall be entitled to process the Data for the purpose of offering products and Services, for value added services, marketing and business purposes and for other purposes agreed upon with the Subscriber, all in the same scope as provided by the Data Subject or as arising from the nature of Services provided or in which the Provider acquired them during the provision of Services or related services, provided that they are needed to achieve purposes under para 9.3. The Provider shall be entitled to process the Data for the above mentioned purposes for the period of time stipulated on the relevant form, document or another media, and should such a period of time be not stipulated, then for the entire duration of a contract and/or until the complete settlement of rights and obligations arising from such a contractual relation and/or for the period of time laid down in the applicable legal regulations or in compliance therewith. The Data Subject shall freely, intentionally and expressly agree with the above mentioned processing of the Data by the Provider and/or by its business representative or persons specified under para 9.4 and

9.5. The form of the expression of will may be selected by the Provider and such a form of the expression of will may differ according to the type of approval, for example, by signing the relevant form or another document or by using the Service, sending an email message, completing the registration form on the Provider's website or by a similar act. Should the Subscriber withdraw its approval of the Data processing under para 9.7 and should it carry out the above mentioned act, it shall be deemed that it has approved again the above mentioned Data processing. This renewed approval of the Data processing shall apply also to the Data obtained at the time when the approval was not granted, unless the law stipulates otherwise. The Data Subject agrees that the Provider shall be entitled, for the purposes specified under para 9.3 and 9.9 to continue processing the name, surname and address of the Data Subject also after the settlement of rights and obligations arising from this contractual relation for the purposes of offering business and services.

9.4 Furthermore, the Data Subject agrees that the Provider, in compliance with applicable legal regulations, shall be entitled to provide the Data required for the provision of Services to persons operating or authorised to operate the public communications network or dedicated equipment, for the purpose of the network connection and access, mutual billing and preventing the network and Services from being abused for the period of time specified under para 9.2. Furthermore, the Data Subject agrees that the Provider shall be entitled to provide the Data in the scope, for the purposes and for the period of time specified under Article 9 to persons, which represent the Provider or otherwise legitimately protect its interests and/or take part, in particular, in the creation, offering, modification, provision and operation of Services, value added services and services related thereto, or in the operation and maintenance of systems through which such Services are provided to Data Subjects.

9.5 The Provider undertakes to process the Data only in compliance with this Article 9, unless legal regulations stipulate otherwise, it shall ensure their proper protection and, subject to situations imposed or permitted by law or agreed upon with the Data Subject, it shall not disclose them to third parties. The Data Subject agrees that the Provider shall be also entitled to duly provide the Data, including the birth registration number and information on the scope and nature of the breach of contractual obligations, and to pay in time for the Service provided and the information on the subsequent payment morale, to persons administering the data register of subscribers and other persons, for the purpose of verification and assessment of the payment morale and credibility of the Subscriber. The approval thereof shall be granted by the Subscriber from the date of the Agreement validity, and then for the period of three years of the day of the payment of the last financial obligation to the Provider. Rights and obligations of administrators, processors and personal data subjects are laid down in generally binding legal regulations. The Provider shall give the data to third parties only in the necessary scope.

9.6 The Data Subject agrees that the Provider shall make the subscriber number of the Subscriber and/or user accessible to other network subscribers or third persons. Furthermore, the Subscriber agrees that the

Provider shall be entitled to disclose the list of subscribers including their names, surnames, addresses and subscriber numbers and/or corporate names, registered offices or places of business, electronic mail addresses, and the information on whether the Subscriber and/or user do not wish to be contacted for marketing purposes.

This shall not apply to subscribers and/or users, who disagree with the disclosure or use the Service, which does not permit the disclosure of their subscriber numbers. The Provider shall provide the above mentioned Subscriber data to authorised persons under or in relation to a special provision. The Subscriber and/or user shall be, in such cases, entitled to verify the relevant data and to require their rectification, as specified by the Provider.

9.7 The Data Subject shall be entitled to withdraw its approval of the Data processing under para 9.6, 9.8 and 9.9 at any time, by explicit, clear, determined and provable expression of will (e.g., by a registered letter) after a proper identification of the Data Subject. After the withdrawal of the approval the Provider and/or a third person shall cease to process the Data obtained after the approval of the processing has been withdrawn, as well as the data obtained before the approval was withdrawn, but which had not been processed yet. For the use of value added services the Data Subject shall be entitled to temporarily refuse the processing of the localisation data under para 9.2 for individual network(s) connections/message transmission, as specified by the Provider. The Data Subject shall be entitled to refuse approval of the use of its electronic contact data also in relation to the mailing of individual messages.

9.8 The Data Subject shall be entitled to the Data rectification. The Data Subject shall also be entitled to the information on personal data processed by the Provider on its own or through persons specified under para 9.4 and 9.5, in the scope and under the terms and conditions laid down in Section 12 of the Personal Data Protection Act. Should the Data Subject ascertain that the Provider processes the Data contrary to the protection of private and personal life of the Data Subject or in contradiction with the law, the Data Subject shall be entitled to require clarification from the Provider. Furthermore, the Data Subject shall be entitled to require explanation from the Provider. Furthermore, the Data Subject shall, in such events, be entitled to request the Provider to rectify such a situation (in particular, it may concern personal data blocking, correction, addition or removal). Should the Provider not respond to the Data Subject's request for the clarification or rectification of the defective situation under the previous clauses, the Data Subject shall be entitled to turn to the Office for Personal Data Protection (hereinafter referred to as the „Office“). The Data Subject may address the Office also directly. For further rights of the Data Subject see Section 21 of the Personal Data Protection Act.

9.9 The Data Subject also agrees that the Provider may, through business communications, inform it of its services and products and or services and products of subjects that have contractual relations with the Provider, by using its postal address, e-mail address, subscriber number, through automated call systems, fax or another similar manner.

Article 10 Common and Final Provisions.

10.1 Without prior written consent of the Provider, the Subscriber shall not be entitled to transfer or assign to a third party the rights and obligations arising to it from the Agreement.

10.2 The Subscriber hereby grants approval of the assignment of the rights and obligations incurred to the Provider under the Agreement to another person subjected to a single procedure within the meaning of the provision of Section 66a of the Commercial Code; receivables for the payment of Services incurred under this Agreement may be assigned by the Provider under the terms and conditions laid down in legal regulations.

10.3 The Agreement may be amended by a written agreement of the contracting parties or by applying the procedure specified in the Agreement. The Provider shall be entitled to unilaterally change the General Terms and Conditions.

10.4 Under the provision of Section 262 (1) of the Commercial Code the contracting parties have agreed that their obligation relationship laid down in the Agreement and the disputes arising therefrom shall be governed by the Commercial Code. The Agreement shall also be governed by provisions of Act No. 127/2005 Coll., on Electronic Communications, as amended.

10.5 The Subscriber gives consent to audio recordings of its telephone conversations with the Provider related to the performance of rights and obligations under the Agreement for the purpose of internal monitoring of Provider's services and increased quality thereof.

10.6 The contracting parties have agreed that any claims on the part of the Subscriber shall be settled through the Customer Service Centre. For the purposes of these General Terms and Conditions the Customer Service Centre shall be the claims settlement centre. Claims are governed by the Claims Procedure issued by the Provider.

10.7 The Agreement is usually executed in one original copy and two counterparts, and the Provider shall receive one original copy and one counterpart, and the Subscriber shall receive one counterpart; should the Agreement be executed in one original copy and one counterpart, the Provider shall be receive one original copy and the Subscriber one counterpart.

10.8 The Provider shall be entitled to assign the access password to the Subscriber, which shall be used to secure the communication between the Subscriber and the Provider. The Subscriber undertakes to handle its access password as confidential information and it shall be liable for the handling of its password, its loss or disclosure. In the event of the password disclosure or loss the Subscriber shall be obliged to notify the Provider thereof without undue delay through the Customer Service Centre.

10.9 For the communication between the Subscriber and the Provider, the contact information specified by the Subscriber in the Agreement shall be used. If the Subscriber fails to notify the Provider of changed contact information, it shall be deemed duly delivered if delivered to the latest address indicated (and/or e-mail address or telephone number). If the Provider has assigned e-mail address to the Subscriber as part of the use of internet access services, such an address shall normally be used for the communication with the Subscriber. In case of doubt on whether the Service has been provided or the act (request, reminder, etc.) carried out, the statement from the exchange operation or another Provider's facility shall prevail.

10.10 Should any provision of the General Terms and Conditions be deemed unlawful, ineffective or unenforceable, the validity and/or effect of other provisions of the General Terms and Conditions shall not be prejudiced.

10.11 These General Terms and Conditions for the provision of electronic communications services shall take effect from 1 October 2008 replacing the previous General Terms and Conditions of the Provider for the Provision of Publicly Available Electronic Communications Services. These General Terms and Conditions shall expire as of the day when the amended general terms and conditions take effect.