

General Terms and Conditions for the Provision of Publicly Available Electronic Communications Service

1. Subject of the General Terms and Conditions

- 1.1 These General Terms and Conditions for the Provision of Publicly Available Electronic Communications Service by the company GTS Czech s.r.o. (the "**General Terms and Conditions**") regulate the provision of publicly available electronic communications services by GTS Czech s.r.o. GTS Czech s.r.o. is authorised to provide publicly available electronic communication services pursuant to certificate No. 2679 issued by the Czech Telecommunications Office.
- 1.2. These General Terms and Conditions constitute an integral part of the Agreement on the Provision of Publicly Available Electronic Communications Service concluded between the **Provider** and the **Subscriber**.

2. Definition of terms

- 2.1 Definition of terms for the purposes of the **General Terms and Conditions** and other related documents (**bold** in the text):
- 2.1.1 "**Authorised partner**" is a legal entity or person with whom the **Provider** has concluded a contract for selling or intermediating the sale of **Services**.
- 2.1.2 The "**Services Price List**" or "**the price programme**" is the **Provider's** document in which prices are listed for the relevant **services** as well as the conditions for determining prices for **services** and possibly even services related to the **Provider's** other performances (e.g. the Price List of Service Works), the terms and conditions for their charging and payment, and other possible terms and conditions concerning the establishment and provision of publicly available electronic communications services. If the term **Services Price List** is given herein or in other contractual documents, it is for the purposes of determining the amount of prices and their charging and payment for established and provided **publicly available telephone services**, or for determining other conditions concerning the establishment and provision of **publicly available telephone services**, it means the general **Price List of the publicly available telephone service**, Price List of the specific **publicly available telephone service** (it does not exist for the GTS telephone connection service) and the price programme agreed between the **provider** and **subscriber** for the **relevant publicly available telephone service**.
- 2.1.3 "**Contact Centre**" is the **Provider's** specialised centre that receives **Service** orders, provides technical support to **Subscribers** and accepts complaints regarding provision of **Services**.
- 2.1.4 "**Contact person**" is a person designated by a contracting party. This individual ensures the transfer of information between the contracting parties concerning the fulfilment of the **Agreement**, and is authorised to act in a binding manner in matters related to the quality and extent of the provision of a **Service** as well as to sign the "Service Delivery Protocol". The contracting party's **Authorised representative** can designate, in writing, contact people and establish areas assigned to them or the order in which they are to be contacted by the other party. If a contracting party does not designate them, the other contracting party shall consider the individuals designated in accordance with the law (section 15 of Act No. 513/1991 Coll., the Commercial Code, as amended) to be the contact people. A contact person for the **Provider** is always also an operator on duty at the **Contact Centre**.
- 2.1.5 "**Subscriber's site**" is the premises designated by the **Subscriber** in the **Agreement** for the installation of the **Provider's** electronic communication equipment by specifying the address, building, floor and room in the relevant **Service Specification**.
- 2.1.6 "**Authorised representative**" is the person entitled to act in the name of a contracting party and to sign the **Agreement** and **Service Specifications**. If it is not an individual authorised to represent a contracting party in accordance with law, the contracting party's **Authorised representative** must have a valid power of attorney or authorization to perform the relevant activities. An **Authorised representative** acting for a **Subscriber** must show this power of attorney or authorization upon the **Provider's** request.
- 2.1.7 The "**Provider**" is the company GTS Czech s.r.o., which is authorized, in accordance with the certificate mentioned in point 1.1, to perform electronic communications networks and provide **publicly available electronic communications services**.
- 2.1.8 "**Operational Terms and Conditions**" are valid Operational Terms and Conditions for the provision of a publicly available electronic communications service which describe the terms and conditions for provisioning, modifying, operating and terminating

the **services** and binding procedures the **provider** is to proceed in accordance with while providing the services and the subscriber is to proceed in accordance with while using such services.

- 2.1.9 "**Auxiliary Services**" are **publicly available electronic communications services**, provided on the basis of the certificate mentioned in point 1.1 of these **General Terms and Conditions**.
- 2.1.10 "**Claims Procedure**" is a valid claims procedure relating to the provision of **publicly available electronic communications services** that specifies procedures for exercising rights and obligations arising from the **Agreement**.
- 2.1.11 "**Service**" is the **publicly available service of electronic communications** provisioned and provided by the **Provider** on the basis of the **Agreement** (including all schedules and/or documents the **agreement** or relevant schedules explicitly refers to) and the relevant **Service Specifications** agreed to between the **provider** and **subscriber**. Besides the **Service specification** there always applies for a specific **service** the Service description as a support. The agreed provision of another Service, the completion of work or supply of goods pursuant to Act 513/1991 Coll., of the Commercial Code as amended can also be part of the **Service** in this **Agreement** or in the **Service Specification**. The **publicly available service of electronic communications** the subject of which is sending (and receiving) SMS messages on all mobile networks in the Czech Republic, all fixed networks in the Czech Republic and mobile networks abroad, or the subject of which is so called *Premium SMS* sent or received by the **subscribers** or **users** to given short codes – Short code – or, as the case might be, SMS messages delivered to the pertinent terminal equipment to subscribers or users from such short codes, is deemed to be the service as well.
- 2.1.12 The "**Agreement**" is the relevant agreement on the provision of a **publicly available electronic communications service** concluded between **provider** and **subscriber**, or the accepted Order for Publicly Available Electronic Communications Service the subject of which is generally a service provisioning and/or providing to the **subscriber** by the **provider** and **subscriber's** payment of the relevant prices for the services provisioned and/or provided by the **provider** and settlement of additional liabilities arisen to the **subscriber** upon and/or in compliance with the **agreement**, performance of additional duties by the Parties which are stipulated in the agreement or result from this agreement.
- 2.1.13 "**Service Specification**" is a contractual document that is an annex to the **Agreement** and that contains in particular technical requisites for the provision of the relevant **Service**, prices for the relevant **Service** and other specified data. For selected **Services**, these requisites and data are given directly in the concluded **Agreement**. In these cases, the term **Service Specifications** used in these **General Terms and Conditions** and in other documents mentioned in clause 19.4 of these **General Terms and Conditions** is the same as the term **Agreement**.
- 2.1.14 "**Public communications network**" means the **network** in accordance with the definition of Act No. 127/2005 Coll., serving completely or mainly for the provision of **publicly available electronic communications Services** and by means of which the **Service** is provided.
- 2.1.15 "**Subscriber**" is anyone having fulfilled the conditions established by the relevant legal regulations and by these **General Terms and Conditions** and having concluded an **Agreement** with the **Provider**.
- 2.1.16 "**User**" is a person or legal entity that is provided with or requests a **publicly available electronic communications service**.
- 2.1.17 "**End User**" is a **user** not providing for **public communication networks** or **publicly available electronic communications services**.
- 2.1.18 "**Publicly available telephone service**" is a **publicly available electronic communications service** supplied by the **Provider** on the basis of the **Agreement** and allowing the making of domestic and international calls and access to emergency call numbers via one or more numbers of the numbering plan. This **Service** may, if needed, include provision of one or more **Services** stipulated in Act No. 127/2005 Coll.
- 2.1.19 "**Publicly Available Electronic Communications Service**" is a **Service of Electronic Communications** from whose provision no party is excluded in advance.
- 2.1.20 "**Electronic communications service**" is a service usually provided for consideration and consisting wholly or predominantly of transfer of signals through electronic communication networks,

- including communication services, with the exceptions of services offering content through **electronic communications networks** and services or performing editorial oversight over content transferred by networks and provided by services of **electronic communications services**; it does not include services of information companies that do not consist wholly or predominantly of the transfer of signals through electronic communication networks.
- 2.1.21 "Act 127/2005 Coll." is the Act 127/2005 Coll., on electronic communications and amendment of some relating laws (act on electronic communications), as amended.
- 2.1.22 "General Terms and Conditions" are these valid General Terms and Conditions for the Provision of Publicly Available Electronic Communications Service, issued by the **Provider** in accordance with Act No. 127/2005 Coll., and Act No. 513/1991 Coll., as amended.
- 3. Validity and effect of the Agreement**
- 3.1 The **Agreement** can be concluded in writing, electronically with the **Subscriber** completing and confirming the **Provider's** web form and by confirmation of said electronic form by the **Provider** or verbally by phone call between the **Subscriber** with the operator of the **Provider's Contact Centre**, with the operator or specialist of the **Provider's** Customer Care Centre, with a sales representative of the **Provider's** SOHO and SME department or with an operator of the contact centre of an external company that is explicitly (contractually) authorised by the **Provider** to do this. The **Provider** always determines the way (form) of concluding a specific **Agreement**.
- 3.2 The **Agreement** and/or **Service Specifications** become valid on the day these are signed by the **Provider's authorised representative** and the **Subscriber's authorised representative**, the day of confirmation of the **Provider's** Internet form or the day of concluding an **Agreement** over the phone. The **Agreement** becomes operative on the day of providing the first **Service** pursuant to the relevant **Agreement**, unless otherwise stipulated in the **Agreement**. A **Service Specification** becomes effective on the day of providing the relevant **Service**, unless otherwise stipulated in the **Agreement**.
- 3.3 In the event that the **Subscriber** for any reason intentionally inhibits the effect of the agreement and/or **Service Specifications**, including for any reason intentionally preventing the **Provider** from establishing the relevant **Service** or from making a change in **service**, then in accordance with section 36 of par. 3 of the Civil Code the **Agreement** and/or **Service Specifications** is effective as if the effect of the **Agreement** and/or **Service Specifications** were not conditioned by this suspensive condition, i.e. by the establishment of or change to the relevant **Service**.
- 4. Provider's rights and obligations**
- 4.1 The **Provider** is entitled:
- 4.1.1 to request from the **Subscriber** the submission of data necessary for concluding the **Agreement**;
- 4.1.2 unilaterally to change the **General Terms and Conditions, Claims Procedure, Operating Terms and Conditions, Service Description** and the **Services Price List**;
- 4.1.3 to limit the provision of **Services** for the necessary period due to serious technical reasons described later herein;
- 4.1.4 to change the **Subscriber** line number due to urgent technical reasons and without the **Subscriber's** consent, if it is necessary for the proper provision of the **Service**, whereas the **Subscriber** will be informed of this change in advance, that technical reason being a decision by the relevant administrative body on a change of number or numbering plan in accordance with Act No. 127/2005 Coll., or if it is stipulated in another legal regulation; and
- 4.1.5 to not accept a change in the **Agreement** requested by the **Subscriber**, if carrying out such a change is not technically possible or the **Subscriber** attempts to use such a change to circumvent some provisions of the **Agreement**, namely if such requested change circumvented the meaning of the provision in clause 16.2.3 of the **General Terms and Conditions** concerning the payment of one-off cancellation in the case of non-observance of the minimum period of **Service** use by the **Subscriber**.
- 4.1.6 to not establish a **service** or conduct a change in a **service** requested by the **Subscriber** in cases in which the **Subscriber** intentionally gave incorrect personal or identification data or makes/made regular late payments or regularly does not/did not pay the charged amount for **Services** (see point 16.4.5 for the meaning of regular late payment or regular non-payment) or repeatedly breaches/breached the contractual terms and conditions.
- 4.2 The **Provider** undertakes:
- 4.2.1 to provide to the **Subscriber** the **Service** or change the service in accordance with the conditions and times stipulated in the **Agreement** and to provide this **Service** uninterruptedly under the terms and conditions and for the prices stipulated by the **Agreement**, with the exception of instances described below;
- 4.2.2 to enable the **Subscriber** to acquaint itself with the valid version of the **General Terms and Conditions, the Claims Procedure, Operating Terms and Conditions, Service Description** and the **Services Price List**;
- 4.2.3 to notify the **Subscriber** of substantial changes in the contractual terms and conditions, in particular of changes in the terms and conditions stipulated in the **General Terms and Conditions, the Rules for Claims, Operating Terms and Conditions, Service Description, Price List for Publicly Available Telephone Service or Price List for Auxiliary Services**, and to do so in electronic form (via email or publicizing at the **Provider's** web site at www.gts.cz), or in another form such as notification via information on the billing of services, another written notification to address, notification via voice mail or the publication of such information at all of the **Provider's** contact places designated for public contact;
- 4.2.4 if the substantial changes of the contractual terms and conditions represent for the **Subscriber** a deterioration of terms and conditions for the **Subscriber**, the **Provider** is obliged to inform in an appropriate manner the **Subscriber** of such changes one (1) month prior to their effective date, at the latest, as well as of the **Subscriber's** right to terminate the **Agreement** or an individual **Service** without sanctions pursuant to 16.2.1 of the **General Terms and Conditions** in the event that the **Subscriber** does not accept the changes of the contractual terms and conditions. Appropriate manners of notifying of changes in contractual terms and conditions pursuant to this clause are considered the manners given in the preceding clause 4.2.3 of the **General Terms and Conditions**. Contracting parties agree that any and all changed documents, in which the changes lead to a deterioration of the **Subscriber's** contractual terms and condition, but the **Subscriber** does not exercise his right to cancel the **Agreement** or the individual **Service** without penalty pursuant to 16.2.1 of the **General Terms and Conditions**, acquire validity on the date stated in them, regardless of any necessary further acceptance by the **Subscriber**;
- 4.2.5 in case of any changes in the contractual terms and conditions not deteriorating the contractual terms and conditions for the **Subscriber**, the **Provider** is obliged to inform the **Subscriber** in electronic form (via email or publicizing at the **Provider's** web site at www.gts.cz), or manners given in clause 4.2.3 of the **General Terms and Conditions**, of such changes seven (7) days prior to their effective date, at the latest. Contracting parties agree that all changed documents, when their changes do not cause deterioration of the **Subscriber's** terms and conditions, become valid on the date stated therein, regardless of any necessary acceptance by the **Subscriber**.
- 4.2.6 to implement an accepted change of the **Agreement** requested by the **Subscriber**, bilaterally confirmed in the relevant annex to the **Agreement** or in the **Service Specification** within the stipulated period;
- 4.2.7 to maintain its electronic communication equipment and the telecommunication infrastructure of its network in such a technical and operating state as to allow the **Service** to be provided in accordance with the terms, conditions and parameters described in the **Agreement** and in the relevant regulations;
- 4.2.8 to correct failures or defects that occur in its electronic communication equipment and its **public communication network** in accordance with Article 8. The **Provider** is not liable for failures or defects that occur outside of its electronic communication equipment and **public communication network**;
- 4.2.9 to inform the **Subscriber** of all limitations, interruptions, changes or irregularities in the **Service** provision that the **Provider** knows of sufficiently in advance;
- 4.2.10 to inform the **Subscriber** of a change in the **Subscriber's** number pursuant to 4.1.4 without any unreasonable delay, but no later than 2 (two) months before carrying out this change, unless otherwise stipulated in the decision of the relevant administrative body, or unless otherwise stipulated by law.
- 5. Subscriber's rights and obligations**
- 5.1 The **Subscriber** is entitled:
- 5.1.1 to use the **Service** in accordance with the **Agreement** and the relevant laws;
- 5.1.2 to request a change in the **Agreement**;
- 5.1.3 to direct its comments and requests to the **Contact Centre** or to **authorised partners**; and to submit claims regarding the extent and quality of the **Service**, as well as the charged price.
- 5.2 The **Subscriber** undertakes:
- 5.2.1 only to use the **Service** in a way that is in accordance with the relevant legal regulations, relevant **Agreement**, these **General Terms and Conditions, the Operating Terms and Conditions, Service Description** and the **Provider's** written instructions;
- 5.2.2 to properly and promptly pay the price of the provided **Services** pursuant to the **Agreement** or valid **Service Price List** during provision of the **Service**, or – as the case might be – properly

- and promptly settle all additional financial liabilities resulting from the **agreement** or arisen upon and/or in compliance with the **agreement**.
- 5.2.3 to only use the **Service** via premise equipment approved for operation in the Czech Republic;
- 5.2.4 not to use the **Service** contrary to relevant legal regulations or to good morals and not to misuse the connection to the **public communication network**, including but not restricted to activities described in 16.4.2;
- 5.2.5 to make no modifications whose results could affect the security of the **public communication network's** operation;
- 5.2.6 to use additionally introduced means to protect the **public communication network**, if this is to the benefit of the **Subscriber** or the **public communication network**;
- 5.2.7 to immediately inform the **Provider** of all matters known to it that could adversely influence the **Service's** provision, including but not restricted to a failure in the **public communication network** and defects in the **Service** provision; in the event that the Subscriber's premise equipment is connected via the **public communication network** of another Provider, then the **Subscriber** must inform the **Provider** of the change of type, cancellation or transfer of telephone line, change or cancellation of telephone number, change of reference number or cancellation of access to the **Provider's** Services;
- 5.2.8 to provide notice in writing or verbally with an operator of the **Provider's Contact centre** or with an operator or specialist of the **Provider's** Customer Care Centre, during the entire time that the **Agreement** is in effect of a change in identification information; if the **Subscriber** is a legal entity or individual entered in the Commercial Register or in another registry regulated by law, it is obliged to notify the **Provider** of a change in company name, name or surname, change in registered office address or place of business, change in company registration no., change in legal form, cases of company transformation pursuant to Act No. 513/1991 Coll., as amended, cases mentioned in clause 16.11 of these **General Terms and Conditions** and change in the invoice address; if the **Subscriber** is an individual, he or she is obliged to notify the **Provider** of a change in name, surname and address of its permanent address or invoice address; the **Subscriber** is obliged to notify the **Provider** within 7 (seven) business days from the day such a change is made; even if the **Subscriber** provides verbal notification it is not released of the obligation to provide written documentation to the **Provider** of these changes within five (5) business days from the day of verbal notification of the relevant changes; in case that the **Subscriber** fails to comply with the obligation stipulated in this clause, the **Subscriber** is liable for any resulting damage;
- 5.2.9 not to convey its own rights and obligations arising from the **Agreement** to any third party without the **Provider's** prior written consent;
- 5.2.10 to allow, for serious reasons, individuals authorised by the **Provider** access to **Subscriber** lines and electronic communications equipment installed by the **Provider** (e.g. to correct interruptions and defects, replacement of electronic communications equipment, necessary maintenance, etc.) and allow them access to premises specified in advance in accordance with the **Service Specifications**, for establishment, change or termination of provision of a **Service** in accordance with the Operating Terms and Conditions;
- 5.2.11 to connect to the **Provider's** equipment only communication equipment or other technical equipment having valid technical and security certificates compulsory for operation in the country they are connected; the **Subscriber** is responsible for the condition of its electronic communication equipment that the **Subscriber** connects to the **Provider's** equipment including the setting of parameters, unless otherwise agreed;
- 5.2.12 to ensure co-operation with the **Provider** in preparing construction and installation activities for the installation, maintenance or disassembly of the **Provider's** technical equipment related to the provided **Service**; such co-operation lies especially in securing the written consent of the owner of the premises and owner of the internal engineering (wiring and plumbing) in which the **Subscriber's site** is located (or in other buildings given in the **Agreement**) for design, construction and installation work and the provision of all necessary materials and documents for processing the project documentation and obtaining the necessary permits;
- 5.2.13 to ensure at its own expense the necessary operating spaces and conditions for the operation of the **Provider's** telecommunication equipment related to the **Service** provided. These premises and conditions, described in the Operating Terms and Conditions, must for the duration of the **Service** provision correspond to the **Provider's** requirements and may not be changed without the **Provider's** written consent.
- 5.2.14 not to change the settings, connection, location and spatial arrangement of the **Provider's** equipment in the **Subscriber's site** from the state upon establishing the **Service** without the **Provider's** personal participation or written consent;
- 5.2.15 to take all necessary measures to prevent unauthorised parties from manipulating the **Provider's** electronic communication equipment at the **Subscriber's site**, from damaging it or stealing it;
- 5.2.16 not to provide the **Services** in question to third parties if the **Subscriber** is not authorised to do so pursuant to Act. No. 127/2005 Coll., and without the **Provider's** written consent;
- 5.2.17 to return all equipment provided to the **Subscriber** by the **Provider** upon terminating the **Agreement** or an individual **Service**, or upon the **Provider's** written request;
- 5.2.18 to reimburse to the **Provider** all costs connected with the provisioning or change of **Service** that the **Provider** incurred due to the **Subscriber's** non-compliance with the terms and conditions for the establishment or change of **Service** pursuant to the Operating Terms and Conditions; to reimburse the **Provider** for costs related to servicing work (i.e. related to rectifying defects in the **Service** and/or a breakdown in the communication equipment or **communication network**) or the price for servicing work (e.g. refer to the Price list of Service works) or another agreed price, if servicing work was conducted upon the **Subscriber's** request (report of breakdown or defect, claim on provision of **Service**, etc.) and if it is ascertained that the **Service** defect and/or failure in the communication equipment or **communication network** is not on the **Provider's** side or that the defect was caused by the **Subscriber** or a third party in cases in which the **Subscriber** is responsible for said third party, or that a defect or breakdown did not occur at all;
- 5.2.19 to secure and submit to the **Provider** a written declaration of the entity assigned to which is assigned the **Subscriber** line, if this is necessary to secure the provision of the **Provider's** relevant **Services**;
- 5.2.20 to submit to the **Provider** upon its request documents confirming its creditworthiness and solvency;
- 5.2.21 to use the **Provider's** trademarks in connection with the use of the **Provider's Services** only with the **Provider's** explicit consent and only in a manner that does not diminish their value and in accordance with legal regulations in effect.
- 5.2.22 not to disrupt for the duration of the **Agreement** or **Service** the subscription by which the **Subscriber** is provided by another provider a publicly available telephone service necessary for the provision of a specific **Service** by the **Provider**; not to alter for the duration of the **Agreement** or **Service** without the **Provider's** consent the terms and conditions of subscription for which the **Subscriber** is provided by the **Provider** a publicly available telephone service that is necessary for the **Service's** provision by the **Provider**; the **Provider's** consent with a change in the terms and conditions of subscription can be provided to the **Subscriber** in the event that it is demonstrably proven to the **Provider** that **Services** provided by the **Provider** pursuant to the **Agreement** can continue to be, following such a change in the terms and conditions of subscription, provided to the **Subscriber** by the provider for the same agreed parameters (i.e. there does not occur a cancellation of the service or change in the **Service's** parameters).
- 5.2.23 to provide the **Provider** with true information that is requisite for the **Service** provisioning and providing, and is rightfully requested by the **Provider**, especially the information concerning an identification of the **Subscriber** itself and **Subscriber's site** where the pertinent **Service** will be used by the **Subscriber**, while concluding the **Agreement/Service specification** (e.g. prior to the **service** provisioning).
- 5.2.24 to use the specific **Service** solely at the pertinent **Subscriber's site** stipulated at the pertinent **Agreement/Service specification** for the pertinent **Service**.
- 6. Extent and territorial limitations of provided Service**
- 6.1 The extent of the **Service** provided, including the essential specifications and **service** parameters, is stated in the **Agreement**, namely in the Service Description or **Service Specification**. An individual **Service** is established and provided on the basis of the relevant individual **Service Specification**.
- 6.2 The **Service** is provided on the territory of the Czech Republic.
- 7. Prices and payment terms**
- 7.1 The prices for provided **Services** and details concerning the means of charging and payment are given in the relevant **Agreement** and/or in the **Services Price List** designated in the **Agreement** or in the **Services Specification**. Prices for the provided **publicly available telephone service** and details concerning the manner in which they are charged and paid, or other terms and conditions concerning the establishing and provision of **publicly available telephone services** are stipulated in the relevant **agreement** and/or in the **Price List of the relevant publicly available telephone service** and in particular in the selected price programme for the **publicly available telephone service** specified in the **Agreement** or **Service Specifications**. Updated **Services Price List** (price

- programmes) is available to the **Subscriber** at the **Provider's** place of business or at the **Authorised partners**. The **Provider** may require payment of a deposit for the provision of **Service** or to ensure adequate security in relation to existing accounts receivable due from the **Subscriber**.
- 7.2 The **Provider** shall issue to the **Subscriber** upon the completion of one (1) monthly billing period an invoice statement, in accordance with the general measures of the Czech Telecommunications Office OOP/3 as amended, for the payment for **Services** provided in the given billing period and shall deliver the invoice to the **Subscriber** within fifteen (15) calendar days after the end of the billing period. This invoice shall include the necessary elements of a tax and accounting document.
- 7.3 The payment due date of the invoice is 14 (fourteen) calendar days from the issue date, unless otherwise agreed by the **Provider** and **Subscriber**. If the **Subscriber** agrees with the **Provider** that the payments of the charged amounts for the **Services** provided will be executed by the **Provider** via direct debits to the **Subscriber's** bank account (by so-called inkaso means), then the **Subscriber** is obliged to submit to the **Provider** confirmed consent for inkaso payment from the **Subscriber's** bank account from the relevant monetary institution. Otherwise, such an agreement is invalid and the **Subscriber** is obliged to pay the charged amounts by another method. In the event that the **Subscriber's** inkaso payment is not made due to reasons on the part of the **Subscriber** (e.g. insufficient funds in the **Subscriber's** account, insufficient limit for inkaso payment of the relevant amount, non-existence of an inkaso order to the monetary institution from the **Subscriber**, inaccurate data concerning the inkaso payment from the **Subscriber's** account provided to the **Provider**, etc.), the **Subscriber** is obliged to pay the charged amounts in a different manner before the invoice's payment due date, otherwise the **Subscriber** is in default of payment. Payment is considered made on the day that the transfer of the owed amount reaches the **Provider's** account. If the **Subscriber** does not pay the billed amount by the payment due date of the relevant bill, the **Subscriber** is in default of payment of the amount charged for the provided **Services**. On payment of the charged **Services** via bank transfer the **Subscriber** undertakes to always state the invoice – tax document number as the variable symbol.
- 7.4 The **Subscriber** is obliged to pay the billed amount even if a user other than the **Subscriber** used the **Service**. If unauthorised use of a **Service** by other **Users** occurs, the **Subscriber** is obliged to pay the billed amounts that are charged until such time as the **Provider** limits the active use of the **Service** on the basis of written notification from the **Subscriber** as to the **Service's** misuse. The **Provider** shall limit the active use of a **Service** without any unreasonable delay, but no later than 24 (twenty-four) hours after the delivery of this notification.
- 7.5 The **Subscriber** acknowledges that to determine the sums charged for operation of the provided **Services**, data measured and stated by the relevant **Provider's** equipment are decisive, unless the **Provider** finds any defect affecting the stated data.
- 7.6 The **Provider** is entitled to claim overdue payments together with the increase of the overdue payments by such claim-related costs (e.g. costs in connection with remainders) which also applies to the cases when the **provider** is unable to duly identify the payment transacted owing to the reasons on the **subscriber's** side (e.g. the variable symbol stated incorrectly or not at all). If the **Subscriber** does not pay the billed amount by the payment due date of the relevant invoice, the **Subscriber** is in default of payment of the amount billed for the provided **Services**, or in default with the payment of other monetary obligations pursuant to the **Agreement**. If the **Subscriber** is found in default of payment of the charged amount for the provided **Services** or in default of the payment of other claims pursuant to the **Agreement**, the **Provider** is entitled to charge the **Subscriber**, which is not a consumer within the meaning of the pertinent legal enactment, late-payment interest of 0.05% of the amount owed for each day of the delay. In the case of a consumer within the meaning of the pertinent legal enactment the late-payment interest is assessed at the pertinent legal rate.
- 7.7 The **Provider's** right to seek compensation for damage by virtue of the **Subscriber's** default in payment of owed amounts is not affected by the payment of late-payment interest.
- 7.8 The **Provider** shall bill for charges in the following manner:
- 7.8.1 one-off costs are charged to the **Subscriber** after performing the action to which those fees are related in the first ensuing billing;
- 7.8.2 recurring costs for the full billing period are charged backward and up to the final day of the billing period;
- 7.8.3 operating costs, or minimum usage-based costs are charged backward and up to the final day of the billing period;
- 7.8.4 recurring costs or minimum usage-based costs for an incomplete billing period are charged as follows: the charge for one day of the billing period multiplied by the length of the incomplete billing period in the full days in which the **Service** was provided to the **Subscriber**. The charge for one day of the billing period is a part of the pertinent amount of the agreed recurring cost, or – as the case may be – a minimum usage-based costs which is to be calculated as follows: 1 over (divided) by the actual number of days of the pertinent billing period.
- 7.9 Recurring costs for the provision of a **publicly available telephone Service** or **Auxiliary Services** begin to be charged on the day of their provisioning or of the effected change of the relevant **Service**. Operating costs or minimum usage-based costs for a **publicly available telephone Service** or **Auxiliary Services** begin to be charged immediately upon their provisioning or upon the effected change of the relevant **Service**. Recurring costs for the provision of other **publicly available telephone services** begin to be charged on the day immediately following the day of their provisioning or of the effected change of the relevant **Services**. If a **Service** is terminated, then the recurring costs, usage-based costs or minimum usage-based costs cease to be charged beginning on the day following the day of termination of the provision of the relevant **Service**.
8. **Reporting of failures and defects and deadlines for their correction, purchase of a communication equipment**
- 8.1 If the **Subscriber** ascertains a failure of the **public communication network** or **Service defect**, he will report this matter without undue delay to the **Provider's Contact Centre** via a toll-free line or send written notification to the **Provider's Contact Centre** (reporting of failures or defects).
- 8.2 The **Provider** undertakes to correct failures or **defects** originating on its side generally within twenty-four (24) hours from the time such a failure or defect is reported by the **Subscriber**. If the reported failure or **defect** is not found on the **Provider's** side, the **Provider** shall relay the information on this failure or defect to the operator for the **public communication network** that provides the **Subscriber's** connection to the **communication network**.
- 8.3 Other conditions concerning the **Service's** operation and reporting of failures or **defects** are given in the valid Operating Terms and Conditions and the **Claims Procedure**.
- 8.4 If it is not explicitly stipulated otherwise in the **agreement**, **Service description**, **Service specification**, purchase agreement, or contract for work, or – as the case may be – in another contractual document then there shall be applied for the case of the explicitly stipulated purchase of a communication equipment the provisions as follows: The price is assessed on the pertinent **service price list**, place of delivery is the site where the pertinent **Service**, the pertinent communication equipment is delivered for, is to be provisioned, modified, and provided, delivery time is the same as the deadline for provisioning or modification of the **Service**, the pertinent communication equipment is delivered for; the communication equipment will be handed over to the **Subscriber** upon the pertinent acceptance protocol, delivery note, or another document the **Subscriber** shall confirm its acceptance of the communication equipment to the **Provider** (or to a supplier or freight forwarder as the case may be) at; the ownership of such communication equipment is assigned to the **Subscriber** as soon as the **Subscriber** settles the agreed price for such communication equipment in full; the damage risk is transferred to the **Subscriber** as soon as the pertinent communication equipment is handed over (accepted) by the **Subscriber**; the warranty period and terms and conditions of the warranty service are set forth in the warranty certificate; a faulty communication equipment may be claimed through the **Provider's Contact Centre**; in the event that any software is a part of the pertinent communication equipment then the **Provider** shall grant to the **Subscriber** a non-exclusive license for such software, i.e. license to exercise the right to use the software delivered within the delivered licence terms and conditions which are a part of the delivery of the communication equipment; such non-exclusive license is granted for the territory of the Czech Republic and is not limited in terms of time.
- 8.5 Except for the explicitly stipulated purchase of the communication equipment the communication equipment may be delivered to the **Subscriber** as a part of the **Service**, or it may be leased or lend for the **Service** provision that the specific terms and conditions with respect to such lease or lend of the communication equipment shall always be agreed explicitly between and by the **Provider** and **Subscriber** in an **agreement/Service specification**, or another contractual document.
9. **Making claims and compensation**
- 9.1 The **Subscriber** is entitled to make a claim with regard to the provided **Service** and the amount charged for the **Service**. The **Subscriber** is entitled to make a claim for the charged price with the **Provider** without unnecessary delay, and not later than two (2) months from delivery of the incorrect billing. The **Subscriber** is entitled to make a claim for the provided **Service**

- without unnecessary delay, and not later than two (2) months from provision of the faulty **Service**. The claim must be submitted in writing, if the claim concerns an incorrectly charged price. A **claim** can also be submitted via fax or in electronic form.
- 9.2 The submission of a complaint concerning the charged amount does not have a postponement effect, and the **Subscriber** is obliged to pay the price for the provided **Service** no later than the payment due date on the relevant bill.
- 9.3 Detailed information on the process for submitting claims, means of settling them and other related information are provided in the **Claims Procedure**, which is binding for the **Provider** and **Subscriber**.
- 9.4 In providing **publicly available electronic communications service**, the **Provider** is not responsible for the contents of the transmitted messages.
- 10. Restricting the provision of Service**
- 10.1 The **Provider** is entitled for a period absolutely necessary to limit or interrupt the provision of **Service** for the following substantive reasons:
- 10.1.1 conducting maintenance or repairs of the **public communication network** in accordance with the Operating Terms and Conditions;
- 10.1.2 as established in relevant legal regulations (e.g. Section 99, Clause 3 of **Act No. 127/2005 Coll.** as amended – crisis situation, or Section 98, Clause 3 of **Act No. 127/2005 Coll.** as amended – material breach of security and integrity of the **provider's communication network** owing to a damage or destruction of the electronic communication equipment, especially due to impacts of material operational breakdowns or natural disasters);
- 10.1.3 circumstances precluding liability in accordance with the law;
- 10.1.4 the **Subscriber's** written notification of **Service** misuse pursuant to 7.4.
- 10.2 The **Provider** is entitled to restrict the active use of the **Service** if the **Subscriber** is in default with payment for provided **Services** and/or does not observe other contractual terms and conditions and does not rectify the missed payment by the new deadline that the **Provider** set in a notification whose delivery can be documented and which must not be shorter than one (1) week. If the **Subscriber** is regularly in default of payment or regularly fails to pay the price for the **Service**, the **Provider** has the right to withdraw from the **Agreement** pursuant to 16.4.5.
- 10.3 **Provider** is entitled to restrict the active use of **Services**, if the **Subscriber** does not perform contractual terms and agreements other than those concerning the payment for **services** and does not rectify this non-performance by a new deadline that was set for it by the **Provider** in a demonstrably delivered notification. If the **Subscriber** repeatedly violates the contractual terms and conditions, the **Provider** has the right to withdraw from the **Agreement** pursuant to 16.4.1. Upon a request made by the pertinent subject owing to chaffy calls (refer to 13.4) the **Provider** is entitled to restrain both active and passive service use without any prior notification.
- 10.4 Immediately after the reasons pass for limiting or interrupting **Service** pursuant to the previous clauses, the **Provider** shall renew the **Service** operation. In the event that there was restrained both passive and active **service** use upon a request made by the pertinent subject owing to chaffy calls (refer to 13.4) the Czech Telecommunication Authority is to decide on the service renewing.
- 10.5 The **Provider's** right to payment of prices for **Services** by the **Subscriber** is not affected by the restriction of **Service** provision pursuant to 10.2. or 10.3.
- 11. List of publicly available telephone Service Subscribers; information on Subscribers' numbers**
- 11.1 The **Provider** shall prepare, preserve and hand over to the Provider of the universal service the identification data of all **Service** Subscribers for the information service on **Subscribers'** telephone numbers and for issuing a unified telephone directory in the form approved by the Czech Telecommunications Office. This data will be provided in the extent to which the **Subscriber** agreed.
- 11.2 The **Provider** will also use data processed pursuant to clause 11.1 for the purposes of the information service on telephone numbers of **Service Subscribers**, or for issuing the telephone directory of **Service Subscribers**, as the case may be.
- 11.3 The text designating the **Subscriber** line is proposed by the **Subscriber**, but the **Provider** is entitled to alter it so that it is not in conflict with legal regulations and so that **Subscriber** searching is as easy as possible. The **Provider** must notify the **Subscriber** of such alterations to the text. Advertising information shall not be published in the telephone directory text.
- 11.4 Upon the **Subscriber's** request, the **Provider** shall correct, delete or not publish information pursuant to clause 11.1 in the telephone directory in the nearest future updating.
- 12. Subscriber line, telephone number, carrier selection, number portability**
- 12.1 The Provider for the relevant **public communication network** to which the **Subscriber's** premise equipment is connected, or the **Provider**, dependent on the technical and operational conditions in its own and interconnected **public communication networks**, determines the conditions for establishing, transferring, relocating or possibly converting a Subscriber line, including the delivery period and obligations arising from the use of a telephone number, for a publicly available telephone service and **Auxiliary Services**.
- 12.2 The **Subscriber** has the right to be listed in the telephone directory issued pursuant to Act No. 127/2005 Coll. Obligations related to listing in the telephone directory and its distribution are performed by the relevant Provider of a **public communication network** to which the **Subscriber's** premise equipment is connected.
- 12.3 Number portability (section 34 of Act No. 127/2005 Coll.) and the choice of the Service Provider (section 70, of Act No. 127/2005 Coll.) are ensured by the relevant operator of the **public communication network** to which the **Subscriber's** premise is connected, in accordance with the valid laws (especially in accordance with the general measures of the Czech Telecommunications Office OOP/10 as amended and general measures of the Czech Telecommunications Office OOP/11 as amended). The terms and condition for a portage of the **Subscriber's** number on the **Provider's public communication network** are set forth below.
- 12.4 To the **publicly available telephone service** (or to the **service** the **Provider's publicly available telephone service** comprises a part of it) the **Subscriber** is entitled to order from the **Provider** in writing a portage of the telephone number which was assigned to the **Subscriber** by the original provider of the **public (fixed) communication network** from the **publicly available (fixed) communication network** of the original (abandoned) provider of this telecommunication network on the **Provider's public communication network**.
- 12.5 The telephone number portage in compliance with the previous provision may be ordered within a establishing or modification of the **publicly available telephone service**; the detailed terms and conditions with respect to the **Subscriber's** number portage on the **Provider's public telephone network** are set forth in the **agreement**, but especially in the pertinent **Service Specification**, amendment to the **agreement**, **Service Description**, **Service Price List**, and application (form) for a termination of the **publicly available telephone service** set forth below.
- 12.6 An essential part of a written order for a portage of the **Subscriber's** telephone number on the **Provider's public communication network** is a duly filled application (form) for a termination (notice) of the pertinent **publicly available telephone service (agreement)** of the original provider of the pertinent **publicly available telephone service** ("**Service Termination CAF**") undersigned by the **Subscriber** or **Subscriber's authorized representative**. The **Service Termination CAF** valid for a specific abandoned provider of the **public (fixed) communication network** is always presented to the **Subscriber** upon concluding the **agreement**, **Service Specification**, or amendment to the **agreement** concluded between and by the **Provider** and **Subscriber** if the **Subscriber** also requires a portage of the number from the **public (fixed) communication network** of the original provider of this network on the **Provider's public communication network**.
- 12.7 The **Provider** shall deliver the **Service Termination CAF**, duly filled and undersigned by the **Subscriber** or **Subscriber's authorized representative**, to the original (abandoned) provider of the **public (fixed) communication network**. The **Provider** shall be responsible for a delivery of the **Service Termination CAF** to the original (abandoned) provider of the **public (fixed) communication network** but, however, not for its due filling and undersigning by the **Subscriber** or **Subscriber's authorized representative**.
- 12.8 The portage of the number assigned to the **Subscriber** by the original provider of the **public (fixed) communication network** from the **public (fixed) communication network** of the original (abandoned) provider on the **Provider's public communication network** will proceed according to the processes and deadlines set forth in the general measures of the Czech Telecommunication Office No. OOP/10 as amended.
- 13. Types of telephone calls, blocking of numbers or block of numbers upon the Subscriber's request, emergency calls, European harmonized numbers, chaffy calls**
- 13.1 The types of telephone calls offered by the **Provider** are given in the updated **Price List for Publicly Available Telephone Service**.

- 13.2 Upon the **Subscriber's** written request addressed to the **Provider's Contact Centre**, the **Provider** will block outgoing calls to numbers designated by the **Subscriber**, unless such blocking of outgoing calls for a relevant **Service** is done by another Provider of **publicly available electronic communications service**. This **Service** is charged according to the valid **Price List for Publicly Available Telephone Service**.
- 13.3 As for the publicly available telephone service the **Provider** allows its subscribers, or users, to make free-of-charge calls to an integrated European emergency number "112" as well as to national emergency numbers set forth in the numbering plan ("emergency numbers"). Emergency numbers function for reporting incidents when life, health, property or public interest is endangered.
- 13.4 In the event that the **Subscriber**, or **User**, makes chaffy calls to Emergency numbers the **Provider**, upon a request of a subject operating a centre for receiving calls to emergency numbers, is to block operations of the telecommunication terminal equipment such chaffy calls are made from if such call was originated on its communication network (i.e. to limit the service provision actively and passively). Upon the **Subscriber's** request the Czech Telecommunication will decide whether such telecommunication terminal equipment can be put back into operations or not. Calls to Emergency numbers for any other reasons but the ones set forth in the last sentence of Clause 13.3 are deemed chaffy calls.
- 13.5 As for the **publicly available telephone service** the **Provider** allows its **Subscribers**, or **Users**, to make calls to European harmonized numbers.
- 13.6 As for the **publicly available telephone service** the **Provider** ensures, upon its **subscriber's** written request containing the pertinent properties and on **subscriber's** own expenses, a service of an identification of the subscriber number the chaffy calls were made from, retroactively for specific calls that the **subscriber** indicates as chaffy ones, but not later than within two (2) months from the date of such call.
- 13.7 In the event that the **Subscriber** receives the pertinent request it is to provide another provider of the **publicly available telephone service** or operator with all information that is necessary for identification of a subscriber number (i.e. identification of its own subscriber) the chaffy calls were made from, retroactively for specific calls that the **subscriber** indicates as chaffy ones, but not later than within two (2) months from the date of such call.
- 13.8 The subscriber number identification pursuant to the previous clauses is to be understood as the provision of information on physical and legal persons listed in the Section 41, Clause 5 of Act 127/2005 Coll. even in the event that the **subscriber** refused to have its phone number listed in the telephone directory or database the information on subscriber phone numbers are provided through.
- 14. Protection of personal data on Subscribers and confidentiality of information**
- 14.1 The **Provider** collects and administers an actual registry of **Subscribers** and **service users** containing personal, identification, contact and operational data. The **Provider** undertakes to compile, process and use such data on **Subscribers** and **users** in compliance with the legal order of the Czech Republic, especially in compliance with Act 101/2000 Coll., on personal data protection, as amended, Act 127/2005 Coll. as amended, Act 480/2004 Coll., on some services of the information society, as amended, Act 133/2000 Coll., on register of citizens and birth registration numbers, as amended in order to perform the **agreement** duly, or the **Service** provisioning, provision, or billing. Only the **Provider's** authorized employees or other subjects that process the personal data and/or use the identification or operational data upon an agreement with the **Provider** (e.g. **authorized partners**, subjects ensuring the billing of services, handling the **Subscribers'** inquiries or claims, ensuring a protection of **Provider's** interests), or upon the pertinent legal regulation, can handle the personal, identification, contact and operational data. These other individuals shall be bound by the **Provider** to observe the obligations arising from this **agreement** and the relevant legal regulations when processing a data on the **Subscriber**. Moreover, they can process such data only within the extent necessary for the activities they exercise for the **Provider**. The operational data, i.e. any data processed that is necessary for a message transmission through a network of electronic communications or the billing, is compiled, processed and used by the **Provider** in order to transfer a message through its **Services** and/or **communication network**, or to make a bill for the **Service** provided. The **Provider** is authorized to process and use the operational data as long as there expires a period for which such **Service** bill can be challenged legally or the payment extracted; pursuant to Section 90, Clause 3 of **Act 127/2005 Coll.** the **Provider** is to save operational data provided to the **subscriber** or **user** until the pertinent dispute is resolved pursuant to Section 129, Clause 2 of Act 127/2005 Coll. or as long as there expires a period for which such **Service** bill of provision of the **publicly available service of electronic communications** can be challenged legally or the payment extracted, except for the cases set forth by the pertinent legal regulations (e.g. provision of such operational information to state administration bodies authorized pursuant to Section 97 of **Act 127/2005 Coll.**). The **Provider** is authorized to relay personal, identification or operational data to other providers of the services of the **communication networks**, or operators of **communication networks** in order to ensure an interconnection and access to a **communication network** as well as for a mutual accounting and identification of a misuse of **communication networks** and services of electronic communications, whereas a repeated delay in payment of prices for the **services** or chaffy calls made are understood as the misuse of a network and services of electronic communications. The **Provider** shall also save and provide operational, personal, identification or contact data for the use of state administration authorities in compliance with the relevant legal regulations. The operational data is not processed and saved by the **Provider** for marketing purposes; in the case of **auxiliary services** (value-added services) there is processed no other operational data but the one necessary for a transfer of message through the network of telecommunication communications (service provision) or service billing.
- 14.2 The **Subscriber** explicitly agrees that the **Provider** is authorized to compile, process and use the data on the **Subscriber** for business purposes only upon the **Subscriber's** prior written consent except that the **Provider** is authorized to list the **Subscriber** in its reference list. Furthermore, the **Subscriber** expressly agrees that its personal, identification or contact data might be provided by the **Provider** to the companies which are controlled by the **Provider**, either directly or indirectly, or to companies which are controlled, either directly or indirectly, by the person also controlling the **Provider**, or to companies which control the **Provider**, either directly or indirectly ("Holding"), **authorized partners**, or subjects which ensure the activities set forth in the section 14.1 above for the **Provider**, subjects ensuring a marketing support, publication of phone directories or information on **subscriber** phone numbers if not explicitly stipulated otherwise in the **agreement**.
- 14.3 The **Subscriber** acknowledges that the **Provider** is obliged to provide, forthwith and free of charge, an entrepreneur ensuring a connection to the public fixed communication network of the subject which ensures a centre for receiving calls to Emergency numbers with actual personal data or identification data of all subscribers in order to localize, or identify, calling party for calls to Emergency numbers.
- 14.4 The contracting parties consider all the individual contractual terms and conditions agreed to by the **Subscriber** and **Provider** to be a business secret (pursuant to section 17 et seq. of Act No. 513/1991 Coll., as amended) and confidential (pursuant to Section 271 of Act No. 513/1991 Coll., as amended), as well as all information regarding the other party that arises from the **Agreement** concluded or that becomes known in relation to its fulfilment. In order to prevent its misuse, this information shall not be revealed to any third party (except for Holding) without the consent of the other contracting party. This confidentiality obligation remains in effect for three (3) years following the **Agreement's** expiration.
- 14.5 Divulgement to a third party is not regarded as a violation of the confidentiality obligation stipulated in clause 14.3 if it demonstrably possesses at least one of the following attributes:
- the information is publicly known or publicly accessible even before its divulgement to a third party,
 - the information must be shared with a third party for legal reasons, or
 - the information must be shared with a third party in order to protect the legitimate interests of the Provider.
- 14.6 The **Subscriber** explicitly gives its consent that the **Provider**, Holding and/or other individual that obtain or process the **Subscriber's** personal or contact data on the basis of the agreement with the **Provider** are for the conditions established in Act No. 101/2000 Coll., on Personal Data Protection, as amended, and by this article herein entitled to process the **Subscriber's** personal or contact data for the purpose of using such personal or contact data in its business activities (for marketing and service offering) and to do so for the period from the time of providing that consent until three (3) years following the termination of the **Agreement**. The **Subscriber** is entitled at any time to retract this consent via written notification to the **Provider's** address (this does not apply to cases in which the processing of personal data is conducted on the basis of an obligation stipulated by special legal regulations). The **Subscriber** declares and acknowledges that it was informed of all its rights arising from the aforementioned law before granting the given consent.

- 14.7 The **Subscriber/User** explicitly agrees that its telephone conversation with the **Contact Centre** operator, with the operator or specialist of the **Provider's** Customer Care Centre or with a sales representative of the **Provider's** SOHO and SME Department or with the relevant operator of an external company's contact centre can be monitored and recorded by the **Provider** exclusively for the purpose of internally monitoring provided services, improving their quality and protecting the authorised interests of the **Provider**, and the **Subscriber/User** also gives its consent for the relevant record to be saved by the **Provider** for the necessary period.
- 14.8 The **Services** also consists in the frequent sending of information e-mails on other offers by the **Provider** to the **Subscriber's** address of that of its contact person. These information emails can have the character of a commercial message pursuant to Act no. 480/2004 Coll., the law on some services of an information company as amended. The **Subscriber** has in accordance with the law the right to refuse at any time further sending of commercial messages. Commercial messages are not information of a technical, operation and information nature concerning the **Agreement** or its annexes.
- 15. Changes to the Agreement**
- 15.1 The **Agreement** can be amended as follows:
- 15.1.1 by adding a new **Service Specification** annex signed by authorised representatives of both contracting parties;
- 15.1.2 by replacing a **Service Specification** with a new **Service Specification** (changed **Service Specification**) signed by **authorised representatives** of both contracting parties or also in an electronic form in the cases specified in the Operating Terms and Conditions;
- 15.1.3 by written and numbered annexes, signed by **Authorised representatives** of both contracting parties or by annexes concluded in an electronic form in the cases specified in the Operating Terms and Conditions; and
- 15.1.4 with the coming into effect of new **General Terms and Conditions**, Operating Terms and Conditions, Service Description, relevant Price List for Publicly Available Telephone Service, or the relevant **Price Lists for Auxiliary Services**, or the **Claims Procedure**.
- 15.1.5 verbally by phone call between the **Subscriber** with the operator of the **Provider's Contact Centre**, with the operator or specialist of the **Provider's** Customer Care Centre, with a sales representative of the **Provider's** SOHO and SME department or with an operator of the contact centre of an external company that is explicitly (contractually) authorised by the **Provider** to do this. This shall apply in cases in which the **Provider** surrenders, if it so desires, the requirement for a written form of amendments of the contractual terms and conditions concerning the individual types of **services** and the **subscriber** explicitly agrees with a verbal form of amending the contractual terms and conditions.
- 16. Duration and termination of Agreement**
- 16.1 The **Agreement** and/or **Service Specifications** is concluded for an indefinite period, unless it is explicitly agreed in the **Agreement** or **Service Specifications** that they are concluded for a definite period (an arranged minimum period of use of the service does not mean a definite period). The minimum period for using a **publicly available telephone service** or **Auxiliary Services** is given in the relevant **Price List for Publicly Available Telephone Service** or **Price List for Auxiliary Services**, unless otherwise stipulated in the relevant **Service Specification**, **Agreement** or annex to the **Agreement**. The minimum period for using other **publicly available electronic communications services** is established as twelve (12) months, unless otherwise stipulated in the relevant **Service Price List**, **Service Specification**, **Agreement** or annex to the **Agreement**. Such minimum periods of **publicly available electronic communications service** use are counted from the day of **Service** provisioning, or from the day of conducting a change of **Service** pursuant to the changed **Service Specification**. The **Subscriber** shall use the service for the minimum term of use of the service use determined in compliance with the previous sentences of this Clause. If the **subscriber** fails to meet its obligation to use the **service** for the minimum term of the service use the **provider** is authorized, in the cases set forth in these **General Terms and Conditions**, to charge the **subscriber** and the **subscriber** is to pay to the **provider** a one-off amount (annulment) pursuant to 16.2.3.
- 16.2 The **Subscriber** may cancel in writing the **Agreement** or an individual **Service**:
- 16.2.1 within seven (7) days from the delivery of a notification of change in the **General Terms and Conditions**, **Claims Procedure**, Operating Terms and Conditions, **Service Specifications**, **Price List for Publicly Available Telephone Service** or **Price List for Auxiliary Services**, if the **Provider** has substantially changed the contractual terms and conditions to the detriment of the **Subscriber**; in such case the **Agreement** or an individual **Service** is terminated as of the date on which will expire the validity of the original document valid for the contractual relationship between the **Provider** and the **Subscriber** to whose detriment the relevant change occurs; if the **Subscriber** does not deliver to the **Provider** a notice as stipulated in this clause within seven (7) days upon notification of relevant changes in the **General Terms and Conditions**, **Claims Procedure**, Operating Terms and Conditions, **Service Specification**, **Price List for Publicly Available Telephone Service** or **Price List for Auxiliary Services**, this is taken as the **Subscriber's** approval of the new wording in the specified documents and this **Agreement** and the relevant **Services** remain valid.
- 16.2.2 with immediate effect, i.e. on the day of delivery of written notice to the **Provider**, in reaction to a substantial violation of contractual obligations by the **Provider** in the following cases:
- a) the **Provider** repeatedly, even after written notification from the **Subscriber**, has not established the requested **Service** within ten (10) calendar days following the expiration of the deadline set for the establishment of the given **Service** in the **Agreement**, **Service Price List**, **Service Description** or the relevant **Service Specification**;
- b) the **Provider** repeatedly, even after written notification from the **Subscriber**, has not carried out a change in the **Service** agreed in writing within 10 (ten) calendar days from the expiration of the deadline given for carrying out the change in the given **Service** in the **Agreement**, **Service Description**, **Service Price List** or relevant **Service Specification**;
- c) the **Provider** repeatedly causes damage to the **Subscriber's** tangible property;
- 16.2.3 for an **Agreement** or **Service Specifications** concluded for a indefinite period for any other reasons as well, or without stated reason (i.e. an **Agreement** or **Service Specifications** concluded for a definite period cannot thus be terminated, unless it is otherwise explicitly agreed to in the **Agreement** or the **Service Specifications**) the notice period is three (3) months and begins to run from the first day of the month immediately following the delivery of the notice to the **Provider**. If the **Subscriber** gives notice of cancellation pursuant to this clause that the notice period will end earlier than the minimum period of **Service** use stipulated pursuant to 16.1, then the **Provider** has the right to charge the **Subscriber**, for the period between the end of the notice period and the expiration of the stipulated minimum period of **Service** use, a one-off fee (cancellation) in the amount of the lost payments. The amount of the lost payments is determined in the following manner:
- a) 100% of the aggregate sum of recurring monthly costs and minimum usage-based costs for the **publicly available telephone service**;
- b) 100% of the aggregate sum of recurring monthly costs for other **publicly available electronic communications services**.
- If a recurring monthly cost and/or minimum usage-based cost is charged in the amount of CZK 0 or is not charged at all, then the recurring monthly cost and/or minimum usage-based fee set by the **Service Price List** is used for determining the amount of the one-off cancellation fee pursuant to this clause. If the amount of the cancellation fee cannot be determined by any of these prior provisions, the **Provider** is then entitled to charge the **Subscribers** for costs incurred by the premature termination of the **Agreement** or **Service**.
- 16.3 Cancellation of the **Agreement** does not affect the **Subscriber's** obligations to pay the **Provider** all amounts due, nor does it affect the bilateral liability for any possible damage.
- 16.4 The **Provider** may withdraw from the **Agreement** or from an individual **Service** with immediate effect, i.e. the day of delivery of written notice to the **Subscriber**:
- 16.4.1 in the event of repeated and/or serious non-compliance with the contractual terms and conditions on the part of the **Subscriber**;
- 16.4.2 if there exists well-founded suspicion that the **Subscriber** is misusing the **public communication network** or using the **Service** in contradiction with the generally binding laws or in contradiction with good morals, including but not limited to the following:
- a) the **Subscriber** intentionally or out of negligence supports or facilitates any illegal activities, or is linked to them;
- b) communication that violates the rights to personal protection, disseminates slander, disseminates computer viruses, or violates ownership rights or copyrights;
- c) the **Subscriber** violates the security of the system or network in an attempt to gain unauthorised access;
- d) the **Subscriber** uses data, systems and networks in an unauthorised manner or tests the vulnerability of systems or networks in an unauthorised manner;
- e) the **Subscriber** violates security and authorisation procedures without an explicit consent of the owner of the system or network;

- f) the **Subscriber** interferes in **Services** provided to other users, host systems or networks – e.g. in the form of wilfully overloading the system (mail bombing) or other interference with malicious intent;
- g) the **Subscriber** disseminates unrequited e-mail and contributes to discussion groups in contradiction with the rules of the discussion group, or otherwise violates the principles of civil coexistence;
- h) the **Subscriber** makes malicious or harassing calls to other users or **Subscribers**, including to users and **Subscribers** of other **Providers** of a public telephone Service;
- i) the **Subscriber** make malicious or harassing calls to emergency line numbers;
- 16.4.3 in the event that the **Subscriber** does not use the given **Service** within one (1) month from the provisioning of such **Service** by the **Provider**;
- 16.4.4 in the event that the **Subscriber** had its subscription cancelled or changed the terms and conditions of subscription of a publicly available telephone service that is necessary for the provision of the Service without the **Provider's** consent (this also applies for cases in which the cancellation of or change in the subscriber's terms and conditions occurs due to another provider of the relevant publicly available telephone service, e.g. the termination of a subscriber agreement due to the non-performance of contractual terms and conditions by the subscriber).
- 16.4.5 in the event that the **Subscriber** regularly is in default with payment or regularly fails to pay the price for **Services**, whereas for the purposes of this provision the regularly default with payment means payment of at least two (2) successive billing of the price following the payment due date and regular non-payment is for the purposes of this provision understood as the existence of at least three (3) unpaid bills for **Services**.
- 16.4.6 If termination of the **Agreement** by the **Provider** occurs pursuant to 16.4.1, 16.4.2, 16.4.3, 16.4.4 or 16.4.5 the **Provider** has the right to charge the **Subscriber** and the **Subscriber** is obliged to pay the **Provider** a one-off (cancellation) fee, the means of billing and amount of which are governed by clause 16.2.3.
- 16.5 The **Provider** may terminate the **Agreement** for an indefinite period or an individual **Service (Service specifications)** for any reason or without stating a reason; the notice period is three (3) months and begins with the first day of the month following the delivery of the notice to the **Subscriber** (i.e. an **agreement** or **Service Specifications** concluded for a definite period cannot thus be terminated, unless it is otherwise explicitly agreed to in the **Agreement** or the **Service Specifications**).
- 16.6 The **Provider** may withdraw from the **Agreement** or from providing an individual **Service** with immediate effect, i.e. the day of delivery of written notice to the **Subscriber** in case that:
- 16.6.1 upon researching the feasibility of establishing a **Service** (carrying out a change) or during the **Service** establishment itself (carrying out a change) it determines that the **Service** in question cannot be provided or a change cannot be carried out due to technical reasons;
- 16.6.2 in providing a **Service**, conducting a change in the **Service** or correcting failures, the **Subscriber** does not provide sufficient co-operation to the **Provider** in accordance with the **Agreement**.
- 16.6.3 if it consists of cases stipulated in 4.1.6, in which the **Provider** is not obliged to establish or change a **Service** as requested by the **Subscriber**;
- 16.6.4 In case of withdrawing from the **Agreement** or individual **Service** pursuant to 16.6.2, the **Provider** has the right to charge the **Subscriber** a cancellation fee, the means of billing and amount of which are governed by clause 16.2.3.
- 16.7 If the **Subscriber** is an individual who, in concluding and fulfilling the **Agreement**, does not act within the scope of its business activities, and if a): the **Agreement** or individual **Service** is concluded by an **Authorised partner** or the **Provider** outside its normal business premises, the **Subscriber** is entitled to withdraw in writing from the **Agreement** or individual **Service** within fourteen (14) days from the day of the **Agreement's** conclusion, regardless of whether the **Service** was established or not, or within one (1) month from the day of the **Agreement's** conclusion, if the **Service** had not been established yet. The **Subscriber** is not entitled to withdraw from the **Agreement** or individual **Service** pursuant to the previous sentence if the **Subscriber** explicitly arranged a visit of the **authorised partner** or **Provider** to conclude an **Agreement** or individual **Service**.
- b) an **Agreement** or individual **Service** concluded via long-distance communication, the **Subscriber** is entitled to withdraw from the **Agreement** or from individual **Services** up to the moment the relevant (first) **Service** is established. The **Subscriber** is obliged to deliver to the **Provider's** address notice in writing of withdrawal from the **Agreement** or individual **Service** pursuant to this clause, letter a) by the deadlines given herein; the subscriber is obliged to give notification of withdrawal from the **Agreement** or **Services** pursuant to this clause letter b) at the **Provider's contact centre** by the deadlines given herein.
- 16.8 In case of providing transfer of the **Subscriber's** telephone number (number portability) from the **Provider**, in the case of introducing another carrier's preselection, in the case of introducing the WRL service at another operator, or in the case that the **Subscriber** cancels the operator preselection service and/or WLR in favor of the **Provider**, or cancels subscription or makes, without the **Provider's** approval, a change in the terms and conditions of subscription of a publicly available telephone service that is necessary for the provision of a **Service** by the **Provider** (this also applies for cases in which there occurs the cancellation or change in the subscription of another provider or the relevant publicly available telephone service, e.g. the termination of a subscription agreement due to the non-performance of contractual terms and conditions by the subscriber), the relevant individual **Services** that cannot be provided to the **Subscriber** without a ported telephone number or owing to the set carrier preselection or the WLR service, or due to cancellation of or change in the terms and conditions of the subscription, will be terminated on the day on which a new receiving **Provider** of **publicly available electronic communications service** has delivered to the **Provider** a notification of activation of the transferred telephone number with such a **Provider** or with the commencement of the carrier preselection service or the WLR service pursuant to the **Provider's** records, or the day in which the **Provider** ascertains that it is not capable of providing **services** pursuant to the agreed parameters in the **agreement**, or **Service Specifications**, due to the fact that the subscription was cancelled or a change occurred, without the **Provider's** consent, in the terms and conditions of the publicly available telephone service of another provider that is necessary for the provision of a service by the **Provider**. Termination of the individual **Service** pursuant to the previous sentence is understood for the purposes of the **Agreement** as the termination of such a **Service** through a cancellation by the **Subscriber** pursuant to clause 16.2.3. The **Provider** is thus entitled to charge the **Subscriber** a one-off (cancellation) fee, whose means of billing and amount are stated in clause 16.2.3, and other possible contractual sanctions stipulated for the case of terminating an individual **Service** by the **Subscriber's** notice and the non-observance of the minimum period of **Service** use connected to it. In the event that, due to reasons given herein, there occurs a termination of the **Agreement** and/or **Service (Service Specifications)** concluded for a definite period before the agreed period elapses, regardless of whether if there is or is not an agreed minimum period of service use, the **Provider** is entitled to charge the **Subscriber** and the **Subscriber** is obliged to pay a one-off (cancellation) fee, whose manner and amount are stipulated in 16.2.3; this applies for the period from the termination of the **Agreement** or **Service** to the end of the agreed period of duration of the **Agreement** or **Service (Service Specifications)**.
- 16.9 The **Agreement** or an individual **Service** can also be terminated by mutual consent of the contracting parties.
- 16.10 The **Agreement** will be terminated at such time that the provision of the last individual **Service** is discontinued.
- 16.11 Either the **Provider** or the **Subscriber** is entitled to withdraw from the **agreement** with immediate effect, i.e. on the day of a delivery of written notification on withdrawal to the other Party, if the other Party ceases to be an entity fully competent to carry out legal acts, its authorization to conduct business related to the subject of the **agreement** is no longer valid, or the other Party goes into liquidation, insolvency proceeding with this Party has already been commenced and has still been in progress, motion for bankruptcy is rejected due to insufficient assets, or there commenced an execution of a decision (execution) through a sale of the assets, or there were breached duties within Section 122, Clause 2 of Insolvency Act during a moratorium period declared by the law. The **Provider** is also entitled to withdraw from the **agreement** with immediate effect if forced administration is imposed on the **Subscriber**.
- 16.12 On terminating the **Agreement** or individual **Service** through a notice of cancellation submitted by the **Subscriber** before the **Service** is established and provided or a change in **Service** has been carried out, the **Subscriber** is obliged to reimburse the **Provider** for costs incurred in work already carried out and in its preparation. The previous sentence also applies to cases of a termination of the **Agreement** or individual **Services** before the establishment of or change in a **Service** for reasons given in 16.8 or cancellation of an **Agreement** or individual **Services** by the **Provider** pursuant to 16.6.2, before the establishment of or change in the **Service**.
- 16.13 On termination of the **Agreement**, the **Subscriber** is obliged to return to the **Provider** without unnecessary delay all the **Provider's** property. All claims and liabilities arising from the **Agreement** shall be settled between the contracting parties no later than 45 (forty-five) calendar days from the **Agreement's** termination.

- 17. Delivery of and necessary information included in the cancellation or notice of withdrawal from the Agreement or individual Service**
- 17.1 The **Provider** shall deliver the notice by post, in person or in another agreed manner to the **Subscriber's** address of which the **Provider** was last informed. A notice submitted to the appropriate place by an official post carrier and not picked up by the **Subscriber** within 7 (seven) days of its submission is also considered as delivered.
- 17.2 If it is delivered through a **public communication network**, a notice is considered delivered at the moment of confirmation of the notice's delivery to the **Subscriber's** e-mail address, or confirmation of the successful transmission of data (fax).
- 17.3 If the **Subscriber** refuses to accept the notice, the date of delivery is considered to be the day of such refusal.
- 17.4 Cancellation of the **Agreement** or an individual **Service** by the **Subscriber** must be done in writing, provided that any electronic (soft) form, or a delivery of the termination notice through the electronic mail, is not deemed as a written form, must be signed by the **Subscriber** or the **Subscriber's Authorised representative** and must contain adequate information so that it is clear who is submitting the cancellation and the reasons for the cancellation (such information includes in particular: company name or name and surname of **Subscriber**, **Subscriber's** registered office or permanent address (residence), company's registration number, **Subscriber's** personal ID number or date of birth, number of **Agreement** or individual **Service** to be terminated), otherwise the cancellation is invalid. That delineated in the previous sentence similarly applies for notification of withdrawal from the **Agreement** or from an individual **Service** by the **Subscriber** as well.
- 18. Liability and compensation for damage**
- 18.1 The **Provider** is responsible only for the damage that the **Subscriber** demonstrably incurred owing to the **Provider's** fault, up to the maximum amount of three hundred thousand Czech Crowns (CZK 300,000) except for cases excluding a statutory liability and cases set forth in clause 18.3 below, when the **Provider** shall not be obliged to compensate the **Subscriber (user)** for any damage incurred.
- 18.2 The **Provider** shall first use the amount pursuant to clause 18.1. to settle any accounts receivable due from the **Subscriber**. If such accounts receivable do not exist or do not suffice to cover the amount designated as damage compensation, the **Provider** shall provide the **Subscriber** with the **Service** free of charge in the relevant amount (or at a charge reduced by the amount of the damage compensation). Only in the event that damage compensation is to be paid after the end of the **Agreement's** validity will this compensation be paid monetarily.
- 18.3 In case of non-provision of **Service** or imperfect provision of the **Service** pursuant to the **Agreement**, the **Provider's** responsibility is limited to the obligation to promptly correct the defect and adequately lower the cost, or return the unjustified charged and paid amount (or the difference between the unjustified charged amount and actual price for the **Service** provided). The **Provider** is thus not obliged to compensate **Subscribers** or users of a **Service** for damage that results from the non-provision of a **Service** or from faulty provision of a **Service**.
- 18.4 The **Subscriber** is responsible only for the damage that the **Provider** demonstrably incurred owing to the **Subscriber's** fault, or for the damage caused to the **Provider** by a third party that the **Subscriber** allowed to be caused by this third party, up to the maximum amount of three hundred thousand Czech Crowns (CZK 300,000) except for cases excluding a statutory liability. If, however, the damage pursuant to this clause occurred through the **Subscriber's** intentional act or neglect, the **Subscriber** is obliged to pay compensation for such damage in the demonstrable amount.
- 18.5 The **Subscriber** is responsible for damage the **Provider** incurs if, despite previous notices from the **Provider**, it continues in activities that the **Provider** had indicated were a misuse of the **Service**.
- 18.6 The **Subscriber** is fully liable to the **Provider** for damage caused by a **user** to whom it intentionally or from negligence allowed use of the **Service**, if the **User**, despite previous notification of the **Subscriber** by the **Provider**, continues in activities that the **Provider** had indicated were a misuse of the **Service**.
- 18.7 At such time as the **Subscriber** acknowledges or the **Provider** proves damage pursuant to 18.4, 18.5 or 18.6, the **Subscriber** shall fully pay compensation within 30 (thirty) calendar days through a bank transfer to the **Provider's** account.
- 19. Joint and final provisions**
- 19.1 The contractual relations between the **Subscriber** and **Provider** are governed by Czech law, namely **Act No. 127/2005 Coll.**, on electronic communication, as amended and Act No. 513/1991 Coll., Commercial Code, as amended. The **Provider** and **Subscriber** – a non-commercial person – explicitly agree that their contractual relation established hereby is governed by Act No. 513/1991 Coll., Commercial Code, as amended with the exceptions stipulated in section 262, par. 4 of Act No. 513/1991 Coll., Commercial Code, as amended.
- 19.2 Possible disputes between the contracting parties arising from the **Agreement** that are not resolved amicably and whose resolution is not within the competence of the relevant administrative body in accordance with **Act No. 127/2005 Coll.** will be decided by arbitration proceedings in accordance with Act No. 216/1994 Coll., on Arbitration Proceedings, as amended, by the Arbitration Court of the Czech Economic Chamber and Czech Agrarian Chamber through a council of three arbitrators according to its Rules. The place of arbitration shall be Prague. The issued arbitration finding is final and enforceable. If the contracting parties do not reach an agreement on the choice of arbitrators within thirty (30) days, they will submit the dispute to the relevant court in accordance with Act No. 99/1963 Coll., the Code of Civil Procedure, as amended.
- 19.3 Legal acts delivered by post, courier, fax or e-mail are considered written in the form designated. Signatures of the **Subscriber** and the **Provider** may be replaced by an electronic approval in the Internet network, in because such method is usual with regard to the nature of the **Service**, if it is not expressly provided otherwise herein or elsewhere in the **Agreement**.
- 19.4 In case the provisions of individual parts of the **Agreement** are in conflict with the documents stated below, the provisions stated in the **Agreement** successively prevail in the following order:
- 19.4.1 numbered annexes to the **Agreement** in the order from the most recent to the least recent;
- 19.4.2 **Service Specifications**
- 19.4.3 **Agreement**;
- 19.4.4 Selected price programme for a **publicly available telephone service**;
- 19.4.5 **Service Price List**;
- 19.4.6 Service Description (SLA Service Description);
- 19.4.7 Operating Terms and Conditions;
- 19.4.8 Claims Procedure;
- 19.4.9 General Terms and Conditions.
- 19.5 Invalidity of any of the **Agreement's** provisions, due to a change in law or the decision of authorised government bodies or by a decision of the contracting parties, does not affect the validity of the **Agreement's** other provisions. The contracting parties undertake that, if necessary, they will replace the invalid provisions with valid ones without unnecessary delay.
- 19.6 By signing the **Agreement** the **Subscriber** acknowledges that it is acquainted with the various parts of the Agreement and documents mentioned in clause 19.4 above, that it agrees with them and that it will observe the conditions given therein and binding for the **provider** and **subscriber (user)**.
- 19.7 The **General Terms and Conditions**, Operating Terms and Conditions and **Claims Procedure** of the **Provider** are available at all of the **Provider's** contact sites intended for contacts with the public and at the web site www.gts.cz.
- 19.8 If not stipulated otherwise by the contractual parties the valid wording of documents set forth in Clause 19.4 in Czech shall prevail over other language variants of the said documents.
- 19.9 These **General Terms and Conditions** become valid and take effect as of **October 1, 2010**.