

Rules for Complaints Concerning the Provision of Publicly Available Electronic Communications Service

The company **GTS NOVERA s.r.o.**, pursuant to the provisions of The Electronic Communications Act, No. 127/2005 Coll., as later amended, of the Civil Code, i.e., Act No. 40/1964 Coll., as later amended, of the Commercial Code, i.e., Act No. 513/1991 Coll., as later amended, and of the Consumer Protection Act, No. 634/1992 Coll., as later amended, issues this Rules for Complaints Concerning the Provision of Publicly Available Electronic Communications Services.

GTS NOVERA s.r.o. is the holder of certification no. 2679 issued by the Czech Telecommunications Office (CTO), on the basis of which GTS NOVERA s.r.o. is entitled to provide **publicly available services of electronic communication** and to establish and operate **a public fixed network of electronic communication and public fixed telephone network**.

1. Introductory Provisions

The Rules for Complaints Concerning the Provision of Publicly Available Electronic Communications Services (hereinafter the „Rules for Complaints“) sets out the scope of responsibilities of the GTS NOVERA s.r.o. (hereinafter the „**Provider**“) for **defects** in the provision of the **publicly available Services of electronic communications** and related communication **activities**. They simultaneously provide for basic principles concerning the exercise of the rights and obligations of the individuals and legal entities to whom/which the **Services** are provided, or who/which use such **Services** in other ways, related to the **Provider's** liability for **defects**. The principles concerning complaints are also provided for in the General Terms and Conditions for the Provision of Publicly Available Electronic Communications Services, issued by the **Provider**.

2. Term Definitions

In addition to the terms defined in the provisions of Section 2 of the Electronic Communications Act, No. 127/2005 Coll., the following terms shall have in the present **Rules for Complaints** the meanings ascribed to them below:

Call fee – financial expression of the number of tariff impulses indicated on the counter of the relevant telephone station, or subsequently derived from detailed records of connected calls.

Subscriber's main telephone station – a set of technical and operational equipment that enables the **Subscriber** to use the **publicly available telephone Services**.

Endpoint of the public telephone network (hereinafter the „**Endpoint**“) – the physical point at which the **Subscriber** is provided with access to the **public communications network**; in networks with commuting or routing, this point is determined with the aid of a specific network address, which may be connected with the **Subscriber's** number or name.

End electronic communication equipment – equipment connected to the **endpoint** of the network, which is designed for reception, transmission, processing and storage of information in relation to the use of the respective communication **Service**.

Contact points – the **Provider's** points for contacts with the public. An updated list of contact points and subsidiaries is published online: www.gtsnovera.cz.

Business Notification – a document sent to the Czech Telecommunication Office (hereinafter the „**CTO**“), Service of which upon the **CTO** authorises the **Provider** to business activities in electronic communications.

Objection – a submission filed by the **Subscriber** – and in justified instances the **Service User** – with the **CTO**, in which there is a disagreement with the **Provider's** settlement of a complaint.

Connection Line – a line (usually a metallic cable) from the **Provider's** local telephone exchange to an **Endpoint** of the **public telephone network** for setup of a **Subscriber** main station.

Complaint – the **Customer's** exercise of the rights ensuing from the **Provider's** liability for **defects** occurring during the provision of **communication-Service activities**. It may dispute a rendered **publicly available Service of electronic communications** and/or invoicing of the rendered **activities**.

Concentrator – equipment used for the transmission of several telephone calls via a single transmission link.

Contact point – **provider's** office at Přemyslovská 2845/43, 130 00 Prague 3, Czech Republic, email: info@gtsnovera.cz, fax 225 25 15 15.

Contract for the provision of **publicly available electronic communications Service**, or a binding order of Contract for the provision of **publicly available electronic communications Service** – the **Provider's** form for ordering a setup of the **main Subscriber station**, or the **electronic communication Service**, and entering into a contract.

Tariff impulse – electrically or electronically indicated status used as the base unit of measuring charges for connected telephone calls. A tariff impulse is indicated by technical equipment on the automatic telephone exchange, or is subsequently derived from detailed records of connected calls.

Services of electronic communications (hereinafter the „**Services**“) – Services the provision of which relies, completely or partly, on transmission of signals in electronic-communication networks.

Additional public telephone Services – part of the **publicly available telephone Services** that increases the utility value of the **telephone Services** for the **User**.

Telephone exchange – electronic communication equipment for interconnecting endpoints of a **public communication network** in order to provide **publicly available telephone Services**, or other Services that make use of the **public telephone network** as their technical environment.

Telecommunication performance (hereinafter „**performance**“) – **electronic communication Services**, setup, modifications, renewal, maintenance and operation of electronic communication equipment.

Subscriber – any party that has entered into a contract with the **Provider**.

User – any party that utilises, or requests to utilise, a **publicly available Service of electronic communications**.

Defective performance – performance provided by the **Provider** as the final supplier, for which – depending on the circumstances – the quantity, extent, price or quality does not correspond to the contracted conditions; or, as the case may be, to the technical or pricing conditions as stipulated by law, specifically the Electronic Communications Act, No. 127/2005 Coll.

Subsidiary telephone station – electronic communication end equipment connected to a main telephone station.

Customer – an individual or legal entity that is a **Subscriber**, **User** of **Services**, or requests the provision of **electronic communication Services**.

Defect in electronic communication equipment – a condition which makes it impossible to use the electronic communication equipment or **Service** in the normal manner or causes incorrect tariff calculation for calls.

3. Extent of Provider's Liability

The **Provider** is liable towards the **Customer** for the rendered **Service of electronic communications** (quantity, scope and quality thereof), and the charged fee if:

- The contracted **activities** have not been provided in the agreed-upon quantity, extent, price or quality;
- The **Service** was not provided in the quality stipulated by relevant regulations and the contractual terms and conditions.

The terms and conditions for the provision of **activities** are implied by the **contract** entered into, and by the General Terms and Conditions for the Provision of Publicly Available Electronic Communications Services, issued by the **Provider**. The **Provider's** liability for **defects** of **Services** rendered by the **Provider** means that the **Provider** is obliged to promptly find the **defect** and arrange for remedy thereof; and, if agreed with the **Subscriber** or **User** and if feasible, to procure the **Service** provision in a substitute way. In instances specified in the „Time Limits for and Methods of Refunding Service Fee Overpayments“ (cf. below), the **Provider** shall refund overpayments of Service fees, and adequately reduce the **Service** fees in instances specified in „Discounts on Electronic Communication Service Fees“ (cf. below).

The **Provider** is not liable for damages or detriment caused to the **Subscriber** or **User** by defective performance or a failure to provide (Section 64, subs. 12 of the Electronic Communications Act, No. 127/2005 Coll., as later amended.) Neither is the **Provider** liable for damages or other detriment caused by the fact that the **Subscriber** has not, within the prescribed time limit, notified the **Provider** of a change of identification or other data. The **Provider** shall not be held

liable for wrongly charged fees payable for the rendered **Services** and/or rendered **electronic-communication services** if the **Subscriber** has not exercised his right to claim such a fee and/or **Service** without undue delay, in any case no later than within two (2) months from the date on which the invoice is served and/or the defective **Service** is provided.

4. Right to Complain

Each **Customer** is entitled to put forth a complaint. If the **defect** of the **publicly available service of electronic communications** is based on a wrongly charged Service fee, the **Subscriber** is entitled to complain against such a fee within two months from the date on which the respective invoice is served on the **Subscriber**; otherwise, this right becomes void. Filing a complaint shall not have a postponing effect on the obligation to pay the **Service** fees within the time limit stated on the **electronic communication service** invoice.

Each claim should specifically contain:

- If **defective performance** is concerned: person's full name of company's trade name; **Subscriber's** domicile, registered address, or address of place of business; number of the station (or the relevant line or leased circuit) and description of **defect** symptoms;
- If a wrongly charged price is claimed: person's full name of company's trade name; **Subscriber's** domicile, registered address, or address of place of business; number of the station (or the relevant line or leased circuit); specification of the disputed time period and items on the invoice. In such instances, the claim must be put forth in writing.

The following parties are entitled to put forth a claim:

- the **Subscriber**;
- a person on the **Subscriber's** behalf, authorised by a Power of Attorney with an officially certified signature;
- the **Subscriber's** entitled heir or legal successor.

All negotiations and correspondence concerning a claim take place exclusively with the **Subscriber** of the telephone station or leased circuit, or with a person authorised in writing, or – in exceptional instances – with another entitled person (heirs, legal successors). With respect to other **activities** provided on a contractual basis, a claim may only be put forth by a person who entered into the contract with the **Provider**, or by a person whom s/he has authorised or entitled to do so.

Procedures for reporting and remedy of **defects** with respect to the **performance** of the **publicly available services of electronic communications** by the **Provider** on the basis of participation, i.e., technical or operational defects of the **public communication network** inclusive of the **endpoints**, are not subject to procedures prescribed for claims under these **Rules for Complaints**. Such **defects** are to be reported to the relevant defect-reporting point without undue delay. The time of **defect** remedy, i.e., from the moment of reporting until the **endpoint** is put into operation, shall not, as far as technically feasible, be longer than the time limit stipulated by the General Terms and Conditions for Provision of Publicly Available Electronic Communications Services issued by the **Provider**, except for instances in which the defect was caused by circumstances excluding the **Provi-**

der's liability (in the sense of the provisions of Section 374 of the Commercial Code, i.e., Act No. 513/1991 Coll., as later amended). The **Subscriber's** rights for remedy of the defects, or, if agreed with the **Subscriber**, for a substitute provision of the **Services**, refund of overpayment of Service fees charged, and discount on **Service** fees (cf. below) shall remain unaffected.

These **Rules for Complaints** shall further be not applicable to goods sold simultaneously with the provision of **electronic-communication services** (the so-called „packages“) for which the **Customer** gets a guarantee certificate when purchasing them.

5. Method, Place and Time Limit for Claim Settlement

A claim against fees charged for **Services** rendered by the **Provider** shall be in writing (by e-mail, fax or letter) at the **provider's contact point** submitted to the **Provider's** contact point without undue delay.

Claims with respect to other **activities** provided on a contractual basis shall be put forth by a method agreed upon in the **contract**, or in writing, or in person at the **Provider's contact point**.

If a **defect** has not been remedied or has been remedied defectively, for Services rendered by the **Provider** on the basis of participation, i.e., technical or operational **defects** of the **public communication network**, or **endpoint** or related equipment leased from the **Provider**, claims are usually submitted to the **defect**-reporting points by phone, or to a contact point in writing, or in person at the **Provider's contact point**.

If a claim is put forth in person and cannot be settled immediately, a written report of the claim shall be executed and a copy thereof shall be given to the person putting forth the claim.

If the claim is put forth by phone, the **Provider** shall make a record of the claim with specification of facts relevant for the subject of the claim. On request, a written confirmation of the claim may be sent to the person putting forth the claim.

A claim with respect to the provision or price of the **publicly available services of electronic communications** rendered by the **Provider** must be put forth without undue delay, in any case no later than within the time limit stipulated by the Electronic Communications Act, No. 127/2005 Coll., i.e., no later than within two (2) months from the date on which the respective event occurred (such as a **defect** in the **Services** provision); otherwise, the right to complain becomes void. The last day of this time limit is the day whose number in the respective month is the same as that on which the invoice was served (handed and taken over), or the relevant event occurred. A default on the time limit stipulated by law cannot be waived.

6. Time Limits for Claim Settlement

The **Provider** settles complaints against the provision and/ or price of the rendered **publicly available services of electronic communications** within the time limits stipulated by law, i.e., without undue delay, in any case within 30 days from the date on which the claim is served on the

Provider (handed and taken over); if the complaint requires negotiations with a foreign Provider, within 60 days from the date on which the claim is served upon the **Provider** (handed and taken over). If the complaint requires negotiations with a foreign Provider and the time necessary for the settlement is longer than 30 days due to that fact, the **Provider** is obliged to inform the person putting forth the claim of such extension.

7. Rights Ensuing from Recognised Claims

If the **Provider** recognises a claim as justified, the **Provider** shall:

- find and remedy **defects**, and potentially agree with the **Subscriber** or **User** a substitute provision of the **Services**, as far as it is feasible;
- refund overpayment of **Service** fees already paid, cf. below;
- adequately reduce the **Service** fees; cf. below.

8. Time Limits for and Methods of Refunding Service Fee Overpayments

Regarding the right to be refunded overpayments of **Service** fees already paid:

- a) on the grounds of a break in operation of a telephone station or leased circuit caused by a technical or operational **defect** of the **public communication network** operated by the **Provider**;
- b) on the grounds that the **Service** could only have been utilised partly, or could not have been used at all due to a technical or operational **defect** of the **Provider's** equipment, on condition that the **Subscriber** is not liable for the occurrence of the **defect** and notified the **Provider** of such occurrence, or the **Provider** learned about the **defect** in a different way and the **Subscriber** has provided necessary cooperation in the **defect** remedy, the **Provider** shall reduce the price (according to „Discounts on Electronic Communication Service Fees“ herein below) and the overpayment shall be credited to the **Subscriber** in the following accounting period.

The **Provider** is obliged to refund an overpayment of costs charged for a provided **service** incurred by virtue of a recognised complaint (unless postponement of the payment is allowed, or on the basis of a legally effective decision concerning an objection against claim settlement issued by the **CTO** in administrative proceedings or on the basis of a legally effective court decision) and the issuance of a corrective tax document (credit note). This refund shall be made by setting off the overpayment against any amount owed which the **subscriber** is in default of paying, or by bank transfer to the bank account indicated in writing by the **subscriber**, if the subscriber is not in default of any payments. This setting-off or transfer shall be executed within 30 days from the date of the claims settlement. A prerequisite for this set-off within the given period is proof of reception of the credit note **by the subscriber** (returned reception slip or any written confirmation on the reception of a credit note). Only on the basis of this confirmation can the **provider** set off the credit note against the relevant issued invoice and then settle the overpayment as described above. The **provider** is to return the overpayment of prices charged for **service** provision incurred by virtue of an errantly sent payment to the **provider's** account:

- a) by setting off the overpayment against any amount the **subscriber** is in default of paying;
- b) by bank transfer to a bank account specified by the **subscriber**, within 30 days from the date on which the claim is recognised (i.e., the date on which notification of the complaint proceedings result is handed over or served); if the Subscriber has objected against the claim settlement, within the time limit stipulated by a legally-effective decision of the **CTO** or a court.

The right to be refunded the overpayments shall become void by the statute of limitations according to the relevant provisions of Sections 387 et seq. of the Commercial Code.

If the **Provider** fails to comply with the time limit for the fee refund, the refunded amount shall be increased by penalty interest with a rate equal to the annual amount of the repo rate set by the Czech National Bank increased by seven percentage points. In each calendar half-year in which the Provider's delay persists the amount of punitive interest depends on the amount of the repo rate set by the Czech National Bank and is valid for the first day of the relevant calendar half-year. The punitive interest is counted for each started day of such delay.

9. Discounts on Electronic Communication Service Fees

If the operation of a telephone station or leased circuit is broken due to defects of the **public communication network** operated by the **Provider** and the break is longer than the time limit stipulated by the contractual terms and conditions for the respective type of Services, on condition that the **Subscriber** is not liable for the break and the **Subscriber** has provided necessary cooperation in the **defect** remedy, the **Provider** shall proportionally reduce the Service fee for the use of the telephone station or leased circuit to correspond to the duration of the break. The fee reduction based on the above-mentioned **defects** shall also be applicable to fees for the use of other **Services**, if any, that are connected with the respective telephone station or leased circuit (such as additional **Services** etc.). For the purposes of the proportional-reduction calculation, each month is deemed to last 30 calendar days, unless the contractual terms and conditions for the respective type of **Service** stipulate a different method. The total duration of the break in days is counted from the date on which the **Subscriber** reported the defect to the **Provider**, or the **Provider** learned about the **defect** in a different way.

If the **Service** could only have been used partly, or could not have been used at all due to a technical or operational **defect** on the **Provider's** side, for which defect the **Subscriber** or another User is not liable, the **Provider** shall ensure remedy of the defect and adequately reduce the price or, on agreement with the **Subscriber**, ensure a substitute method of the **Service** provision as far as it is feasible. A prerequisite for such reduction is that the **Subscriber** (or another **User**) notifies the **Provider** of the **defect** occurrence without undue delay and provides necessary cooperation in remedy thereof. If a Service Level Agreement has been entered into to guarantee a higher quality of **Services**, the above-mentioned provisions shall not be applicable. In such instances, the terms and conditions for the price reduction are specified in the SLA.

10. Postponement of Payment

Putting forth a claim has no postponing effect on the obligation to pay the invoiced fees within the due date for payment shown on the invoice for the **publicly available services of electronic communications**, even if such fees are disputed by the claim, unless the **Provider** has allowed such postponement on the **Subscriber's** request. The **Provider** may allow the **Subscriber** to postpone the payment with respect to a complaint until the settlement thereof. Application for such postponement may only be filed with the **Provider** if a complaint is put forth at the same time. Such an application must be served upon a contact point in person, by e-mail or by phone, no later than within the time limit stipulated for filing a complaint. The applicant shall, within 10 days from the date on which the application is filed, be notified in writing whether the postponement is allowed or not. A default on the time limit for filing an application for payment postponement cannot be waived.

Postponement of payment may specifically be denied to the **Subscriber** (or the person authorised by the **Subscriber**), if:

- the **Subscriber's** claims have been rejected twice within the last 12 months and the **Subscriber** has not filed with the **CTO** an objection against such rejection;
- the **Subscriber's** claims have been rejected twice by a legally effective decision of the **CTO** or a court within the last 12 months;
- the **Subscriber** has not, without giving a reason, paid fees in the amount and within the time limit specified on an invoice for **Services**.

If no complaint has been filed, no postponement of payment may be allowed. In instances deserving special consideration, a substitute method of payment may be agreed upon (such as a payment schedule). The **Subscriber** has no legal right for postponement of the payment, except for justified instances in which the **CTO**, on the basis of a request put forth by the **Subscriber** or the **User**, has decided that the claim has a postponing effect.

11. Complaints against Settlement

If the **Provider** has not recognised a claim with respect to a fee charged for the Services and activities provided, the Subscriber (or the **Subscriber's** authorised representative) is entitled to file with the **CTO** an objection against the settlement. Such objections shall be filed without undue delay, in any case no later than within 1 month from the date on which notice of the claim settlement is served. The **CTO** shall consider the objection in compliance with generally applicable laws and regulations of the Czech Republic. A default on the time limit for filing an objection cannot be waived. Filing an objection has no postponing effect on the obligation to pay the fees within the due date for payment shown on the invoice or in the notice of claim settlement, in the amount valid as of the date of the provision thereof.

12. Final Provisions

These **Rules for Complaints** are published on the **Provider's** website www.gtsnovera.cz. On request they are available at the **Provider's contact points** or **branches**.

These **Rules for Complaints** become valid and effective on **1st January 2009**.