

General Terms and Conditions of Providing GTS Novera Contact, s.r.o Services

(Hereinafter "Conditions")

Issued with Validity and Effect as of 1. 4. 2006

1. Subject of the General Conditions

1.1 Conditions apply to the Provider, Subscriber, to User, if the User utilises the Services, and in the appropriate scope they apply also to the Applicant.

1.2 Terms defined within Conditions apply to all Contract Documents.

2. Definition of Terms

2.1 Electronic Communication Equipment shall mean technical device for transmission, routing, connecting or receiving of signals via electromagnetic waves.

2.2 Customer Premise Equipment is Electronic Communication Equipment, through which the Subscriber or User utilises provided Services. For the purpose of these Conditions only the equipment delivered by Provider is deemed Customer Premise Equipment.

2.3 Subscriber Terminal Point is a place that was agreed with the Subscriber in the Specification as the place for placing the Electronic Communication Equipment, through which the Provider will provide its Services.

2.4 Service Terminal Point is a standardised interface at the Electronic Communication Equipment of the Provider, to which the Subscriber connects its Customer Premise Equipment or private network.

2.5 Contact Person of the Contract Party is a person, who provides for transferring information between both Contract Parties, where the information is related to the Contract fulfilment, and who is authorised to act in a binding manner regarding Service provided under the Contract. Also the acting Agent of the Provider's Customer Care Department is deemed Provider's Contact Person.

2.6 Authorised Representative of the Contract Party is a person authorised to undertake and conclude Contract on behalf of the Contract Party. Should this person not be authorised to represent the Contract Party in accordance with Act No. 513/1991 Coll., Commercial Code as amended, the Authorised Representative of the Contract Party must always have a valid power of attorney verified by the notary public.

2.7 Service Description is a document that contains general definition of the Service and specific conditions of providing the Service. Service Description is available at the current WWW site of the Provider or it is attached to the Contract as a separate enclosure. As the Provider continuously innovates the Service the Provider can change the Service Description. New Service Description replaces the relevant old Service Description, unless stated otherwise in the new Service Description.

2.8 Provider is GTS Novera Contact, s.r.o., Vinohradská 174, 130 00 Prague 3, Company Registration ID: 25733621. The Provider is a carrier pursuant to the section 2 e) of Act No. 127/2005, Coll., on Electronic Communications.

2.9 Accredited Representative of the Contract Party is a person authorised to act on behalf of the Contract Party regarding Contract and to sign Service Specifications. Unless Authorised Representative of the Contract Party determines otherwise, the other Contract Party considers the person in accordance with section 15 of the Commercial Code as the Accredited Representative.

2.10 GTS Novera Contact Service Operation Conditions is a document, which describes procedures and periods of establishing, changing, terminating Services and correction of Defects. Document is available at current WWW site of the Provider.

2.11 Line (also "Access Circuit") is a set of technical measures that connect the Subscriber Customer Premise Equipment to the Network. Line or Access Circuit shall mean namely the local wire, optical or wireless lines, including potential Electronic Communication Equipment that composes part of lines, which must be built before the start of Service providing, or the usability of which must be verified and ensured in advance.

2.12 Complaint shall mean legal act of the Subscribers, in which they lodge their claims against the Provider due to faulty charging for Service, due to faulty providing of Services or faulty delivery of goods.

2.13 Network shall mean the network of electronic communications pursuant to Section 2 h) of Electronic Communications Act.

2.14 Service is an electronic communications service, which the Provider makes available based on the Contract and the relevant Specification agreed between the Provider and the Subscriber. Service can also include providing of another service agreed in the Specification, creating of a work or delivery of goods under the Act No. 513/1991, Coll., Commercial Code as amended.

2.15 Contract is a contract for providing electronic communication services that is concluded between the Provider and the Subscriber pertaining to providing of Services. Contract Documents form inseparable part of the Contract. Contract can be concluded:

- (a) In writing,
- (b) Electronically, when the Subscriber fills in and confirms web form of the Provider, or
- (c) Verbally, during telephone conversation of the Subscriber with the agent of the Provider's Customer Centre.

2.16 Contract Documents consist of Contract, Specification, Service Description, Operation Conditions, Price List, Conditions, handover protocol, if issued, or also other documents related to Services.

2.17 Consent shall mean consent of the owner of the building, in which the Subscriber Terminal Point is located with establishing the Line (especially placing of the Electronic Communication Equipments, with carrying out the project, construction and installation works). The Consent also includes submitting all necessary details and documents required for elaborating project documentation and for obtaining relevant permissions in the building.

2.18 Service Specification (hereinafter "Specification") is a document signed by both parties, which describes specific business, technical and servicing conditions of the Service for the given Subscriber.

2.19 Subscriber is a Service User, who has contractual relationship with the Provider.

2.20 User is a natural or legal person, who utilises the Service.

2.21 Failure is an incidental, unplanned status when the provided Services are not available.

2.22 Force Majeure shall mean especially: wars, riots, industrial actions, acts of terrorism, natural disasters, static electricity discharges, floods, inundation of premises, explosion, collapse of a building, unpredictable Network statuses (sudden exceeding of the capacity caused by unusual behaviour of Users, Failures of other carriers, etc.) and longterm defects of the electric power supply.

2.23 Defect is a status, which does not allow for or which aggravates Service utilisation in a usual way, especially as the standard quality level of the Service is not maintained, or the status, which causes incorrect calculation of the price charged for the Service. Defect shall also mean the Customer Premise Equipment fault within warranty period.

2.24 Applicant is a person, who requires establishing of a Service or technical change of the Service in accordance with the Contract Documents by means of filled in Provider's form, or by a different method.

3. Rights and Obligations of Contract Parties

3.1 Provider is obliged:

- (a) To establish, or change the required Service in accordance with Contract Documents for every Applicant. Provider has right to reject the Applicant's request if the Applicant is not entitled for establishing the Service or Service Change, or if the Applicant does not or did not perform its obligations to the Provider, or if there is a justified presumption that the Applicant will not perform obligations;
- (b) To provide Service to the Subscriber and Users in accordance with Contract Documents;
- (c) To commence work on removing Defects without unnecessary delay after they are reported by the Subscriber;
- (d) To announce in advance to the Subscriber the limitations, interruptions, changes or irregularities of Service providing, which are known to the Provider beforehand. Provider will make this announcement immediately, with the exception of announcing the limitation or suspension of Service providing (Articles 6.6 and 6.7 of the Conditions);
- (e) To publish information on Service innovations, which result in the change of Service Description;
- (f) To notify the Subscriber on substantial change of contractual conditions, which will result in their deterioration for the Subscriber at least 1 month before such change comes into effect;
- (g) To provide for project documentation of the connecting line, or another document necessary for the negotiation of the Subscriber with the owner of the Subscriber's building in case of construction modifications in the building that are related to the Service establishing

3.2 Subscriber is obliged:

- (a) To duly pay prices for Services;
- (b) To ensure that Electronic Communication Equipments, which the Subscriber connects to the Service Terminal Point are in an appropriate status, especially that these equipments fulfil conditions stipulated by special statutory regulations.
- (c) To provide for written Consent. If the Subscriber is also the owner of the building, the Specification is signed together with the Consent. If the Connecting Line is leased by the Provider from a third party the Consent is used

for the purpose of Provider's negotiations with a third party. If the Line is realised through wireless technology the Subscriber is obliged to arrange for the consent of other entities with the aerial system installation in or on the building and also with the potential necessary construction modifications, which are related to the mounting of wireless technology, if such consent is required by legislation. Lightning conductor system of the building must meet the requirements of the Czech National Norms, which must be proven by the copy of the valid report on the initial or periodical lightning conductor inspection. If the owner of the Subscriber's building requires any form of financial reimbursement for placing the Electronic Communication Equipment (e.g. rent for a place on the building roof used for the aerial), the Subscriber is obliged to pay this reimbursement. Provider will commence establishing of the Service only when the conditions stipulated in this paragraph are fulfilled;

(d) Not to misuse connection to the Provider's Network, especially by utilising this connection for purposes that differ from the agreed ones, and not to carry out setup, connection, placing and changes of Service Terminal Point physical layout compared to the status at establishing the Service without personal presence or prior written consent of the Provider.

(e) Without delay announce Defects to the Customer Care Department of the Provider (at the latest the next working day after the Defect occurred) as well as all facts known to the Subscriber, which might have a negative impact on the Service functioning or Provider's Network;

(f) In the location of Subscriber Terminal Point create all prerequisites that are necessary for appropriate providing of Service, namely:

- To provide free of charge rooms in the Subscriber's buildings, in which the Electronic Communication Equipment of the Provider shall be installed and operated with the purpose of Contract fulfilment, and that is for the Contract duration, including all supplementary fulfilments, especially sufficient input, lighting and air conditioning, or the necessary voltage equalizer. Subscriber will locate this device only in the premises suitable for the stated purposes;
- To enable the Provider, or persons appointed by the Provider to access the Electronic Communication Equipment of the Provider located in the Subscriber premises to allow for repairs or maintenance;
- To hand over to the authorised Provider's personnel information and documents necessary for their activity;
- To provide cooperation with the Provider at preparation of construction and installation activities for installation, modification or deinstallation of the Provider's technical equipment related to the provided Service;
- To ensure that throughout the whole duration of providing the Service the Provider's Electronic Communication Equipment located at the Subscriber is supplied by the power source, which is prescribed by the manufacturer. The Subscriber will cover all related costs;
- To make arrangements that will ensure access to the building in the location of service intervention for the service group and, potentially to provide for the presence of qualified operation personnel, who is appointed by the Subscriber to provide necessary cooperation;
- To make arrangements that will prevent unauthorised persons from manipulating with the Provider's Electronic Communication Equipment at the Subscriber Terminal Point;

(g) To immediately notify in writing the Provider, Customer Care Department, on all changes of Subscriber's identification details that are stated in the Contract, and that is the name and surname or corporate name, residence or registered office, legal form, bank account details, telephone numbers, Registration ID, Tax Registration ID, and that is at the latest within 7 working days from the day when such change occurred;

(h) Not to allow utilisation of provided Service by third persons, unless the Provider and the Subscriber agreed otherwise;

(i) Not to carry out malicious calls or any other calls, which endanger or disturb third persons;

(j) To protect Provider's Electronic Communication Equipment located at the Subscriber's against damage, theft or loss.

3.3 Subscriber notes that:

(a) It is solely responsible for the content of data, which the Subscriber publishes in the Network, or which the Subscriber sends over the Network;

(b) Provider does not guarantee availability of third persons data that are published or sent over the Network;

(c) Upon indirect connection to the Provider Service (over other carrier's network) the Subscriber as such is obliged to arrange and pay for the access to the Provider's Service, unless agreed otherwise.

4. Service Prices, Payment Conditions

4.1. Service Prices are stated in the Services Price List valid at the Contract signing date. Services Price List is available at the Provider's points of sales and web pages and with the Provider's sales representatives. Should the price and the method or price setting be agreed in advance in the Contract Documents the price becomes a fixed price which is not altered when the Price List is changed, excluding the price change described in Article 4.7.

4.2. Billing period is one month.

4.3. Provider carries out billing by means of issuing the tax receipt/invoice to the Subscriber as follows:

(a) Provider charges single payments after delivery of the first fulfilment to the Subscriber in the first subsequent billing;

(b) Regular payments are charged retrospectively as at the last day of the billing period inclusive. Billing period of regular payments is usually the period of one calendar month;

(c) Regular payments consist of fixed and variable payments;

(d) Fixed payments will be charged starting from the day of handing over the Service to the Subscriber for utilisation;

- (e) Fixed payments for incomplete billing period are charged retrospectively for the calendar month, in which the Service is provided. These payments are calculated as one thirtieth of the monthly payment multiplied by the duration of incomplete period in full days;
- (f) Variable payments are charged on the basis of measurable parameter (e.g. volume of transferred data, number and duration of calls) according to the methodology determined by the Provider;
- (g) Prepayment for the period selected by the Subscriber is settled as at the first day of the prepaid period;
- (h) Regular payments for the Service will be charged starting from the date of handing over the Service or its part (e.g. separate Line) to the Subscriber for utilisation;
- (i) Contractual penalties and cancellations will be charged in the first subsequent billing.

4.4. Provider has right to account for the payment for all provided Services and for services provided by third parties, for whom the Provider performs the billing in one tax receipt/invoice.

4.5. By signing the Contract the Subscriber agrees that the billing for telecommunication services can be provided in a form different than the printed one.

4.6. Should the Service be changed the prices for the changed Service starts to be charged on the day when the Provider performed the Service change.

4.7. If the costs directly related to the Service providing are increased (e.g. prices of access circuits, international connectivity, transit and termination tariffs of usage, distribution prices of Services, etc.) the Provider has right to increase the Service Price accordingly.

4.8. Charged amounts must be paid to the Provider's account stated in the tax receipt on the due date at the latest, otherwise the Subscriber is in default. Subscriber's obligation is fulfilled only when the charged amount is credited to the Provider's account. Invoice is due 14 days from the issue date, unless the parties agreed otherwise.

4.9. Subscriber can setoff against the Provider's claims only the receivables, which are not questionable and which are adjudicated.

4.10. Provider is entitled to empower a third person to recover the receivables from the Subscriber who is in default with payment of due amounts. Subscriber – natural person – agrees with handing over his/her personal details in accordance with Act No. 01/2000, Coll. to a third person for the purpose of recovering receivables, which he/she confirms by signing the Contract. Administration and processing of personal details will be carried out within the scope necessary for fulfilling this purpose and for the shortest time possible. Subscriber is obliged to negotiate with this party as with a duly authorised person of the Provider.

4.11. Should the Subscriber be in default the Provider is entitled to charge to the Subscriber costs related to sending reminders.

4.12. If the Subscriber authorises the Provider to collect from the Subscriber's account, the billed amounts are debited from such Subscriber's account within the collection procedure.

4.13. Should the Subscriber not provide cooperation in removing defect pursuant to Articles (b), (d) and (f) of these Conditions, Subscriber is not entitled for receiving the proportional part of regular fixed payments paid for the given period.

5. Deposit

5.1 Provider is entitled to request extraordinary deposit (pledge) from the Subscriber in the following cases:

- (a) Registered office or residence of the Subscriber is outside the Czech Republic territory;
- (b) Contract or Service was transferred to a third party with the Provider's consent, whilst not all Provider's receivables from the Subscriber are paid;
- (c) Subscriber repeatedly does not fulfil payment conditions;
- (d) At declaration of insolvency of the Subscriber's property or discontinuance of insolvency procedure due to the Subscriber's insufficient property, during Subscriber settlement or liquidation;
- (e) Subscriber has a due debt or another obligation towards the Provider;
- (f) If there is an unusual increase of bills for provided Services,
- (g) If there are doubts about the identification details submitted by the Subscriber,
- (h) In case of difficult communication with the Subscriber.

5.2 Deposit amount will be determined with respect to the current utilisation of the services by the Provider in such a way that it will cover three subsequent monthly payments.

5.3 If the deposit was provided pursuant to Article 5.1 (b), the obligation to provide deposit will finish once the Subscriber or its successor pays the debt amount to the Provider.

5.4 If the deposit was provided pursuant to Article 5.1 (c) and no payment was overdue for the period of three months, Subscriber's obligation to provide deposit will finish.

5.5 If the Subscriber's obligation to provide deposit will finish, Provider will immediately return the deposit.

5.6 Provider is entitled to use the deposit for setting off the Provider's receivables against the Subscriber, especially to cover the price of provided services, regular periodical payments and unpaid contractual penalties.

5.7 Once the contractual relationship finishes, if the Subscriber has no due or not due financial obligation to the Provider, the Provider undertakes to return the deposit in full to the Subscriber back to the account, which was lately known to the Provider, unless on time the Subscriber announces to the Provider a different account.

6. Scope of Provided Service

6.1 Conditions for providing Service as well as rights and obligations of Contract Parties are stipulated in the following documents: in the Contract, Service Specifications, Service Description, Operation Conditions, Service Price List, Consent, if it is issued, handover protocol, if issued, and also in other documents related to the Services. In case of discrepancy between the abovementioned documents, documents listed first take precedence.

6.2 Provider is entitled to fulfil its obligations under the Contract through suppliers, however at the same time the Provider bears the same responsibility as if the Provider performed the fulfilment on its own.

6.3 If unpredictable circumstances related to the Provider and which the Provider could not prevent even with due care that can be reasonably required from the Provider, will prevent the Provider from fulfilling its obligations, the time limit for providing the fulfilment is prolonged by the period of the incapability duration and by the period appropriate for commencing the fulfilment.

6.4 Provider is not responsible for the Defects in cases when such Defects were caused due to unprofessional or illicit handling carried out by the Subscriber or other persons. Other person shall mean the person, who is neither the employee (personnel) of the Subscriber or Provider, or who nor has a contractual relationship with the Provider as a natural or legal person that provides for servicing or repairs of the Electronic Communication Equipments.

6.5 Agreed time limit and periods for providing Service are valid only on condition of timely fulfilment of all related obligations of the Subscriber.

6.6 Provider is entitled to suspend providing the Service even without prior notification due to important public interest or if the Provider's ability to provide Service is limited due to objectively unavoidable event which the Provider neither could foresee, not prevent it, or in case when further providing of the Service might cause damage to the Provider, Subscriber or a third person.

6.7 If the Subscriber does not pay on time for the appropriately charged prices of provided Service or if the Subscriber does not fulfil other contractual conditions, Provider will send to the Subscriber a written notification stating the time limit of substitution fulfilment. If the Subscriber does not provide remedy within the stated time limit the Provider has right to restrict providing of Service by preventing the active access to the Service. Provider is entitled for the coverage of costs related to service reactivation, which will be applied by means of reactivation charge. In case when the contractual conditions are repeatedly not fulfilled the Provider has right to terminate providing of Service.

6.8 Both parties undertake to notify the other Contract Party without unnecessary delay on circumstances that prevent due fulfilment of the Contract. Both parties undertake to exert maximum effort in order to avert and overcome such circumstances.

6.9 Provider's entitlement for covering prices of Service and under the Contract is without prejudice to the limitation of Services providing due to the Subscriber being overdue pursuant to Article 6.7 of the Conditions.

6.10 Services also include occasional sending of Provider's information e-mails on Services to the address of Subscriber or its Contact Person. These information e-mails might have the nature of business notification pursuant to Act No. 480/2004, Coll., on Some Information Society Services, as amended. In accordance with the law the Subscriber has right to reject further sending of business notifications at any time. Technical, operational information and information related to Contract Documents do not constitute business notification.

6.11 Provider does not carry out sending of tariff units with the carrier selection and carrier preselection Service.

7. Severe Breach of Contract

7.1 Following cases shall be deemed severe breach of Contract by the Provider, i.e. if the Provider:

(a) Did not establish the required Service even during the appropriate period after the time limit stated in the Contract Documents;

(b) Did not carry out the agreed change of Service even during the appropriate period after the elapsed time limit

for performing the change stated in the relevant Service change addendum to the Contract;
(c) Caused severe damage, loss or destruction of the Subscriber's equipment, should this equipment was handed over to the Provider in a protocolled manner.

7.2 Following cases shall be deemed severe breach of Contract by the Subscriber, i.e. if the Subscriber:
(a) Is in default with payment of the charged price for provided Services or part of such price for more than 30 days after the due date;
(b) Did not submit deposit pursuant to Article 5, which was rightfully requested from the Subscriber;
(c) Intentionally provided incorrect personal or identification details to the Provider;
(d) Caused severe damage, loss or destruction of the Provider's equipment;
(e) Misled the Provider and thus gained for itself or for somebody else an advantage, which otherwise would not be obtained;
(f) Repeatedly and despite notification utilises the provided Service or Provider's Electronic Communication Equipment contrary to the Contract or legal regulations;
(g) Will deny the Provider access to the Subscriber's technical equipment and systems in relation to the localisation and removal of Defect;
(h) Will not disconnect without delay its equipment from the Network or from the Provider's Network if such equipment causes Defects in the Network, although the Subscriber was asked by the Provider to perform disconnection.

7.3 Limitation or suspension of providing the Service pursuant to Articles 6.6 and 6.7 of the Conditions is not deemed severe breach of the Contract.

8. Interest Due on Arrears, Contractual Penalty, Cancellation

8.1 If the Subscriber is in default with the payment of Service price the Subscriber is obliged to pay interest due on arrears amounting to 0.05% of the debt amount for every day in default.

8.2 In case of breaching obligations pursuant to Article 3.2 (g) of the Conditions the Provider is entitled to charge to the Subscriber the penalty charge of CZK 1,000.00 for every individual breach of contractual obligations, even repeatedly.

8.3 Provider's claims for compensation of damage caused by delay in fulfilling Subscriber's obligations are without prejudice to settlement and payment of interest due on arrears or contractual penalty.

8.4 Should the Contract or Service agreed for definite period be prematurely terminated due to reasons on the Subscriber's side, i.e. especially by premature withdrawal notice of the Subscriber, factual cessation of the Contract or Service at porting Subscriber's number to a different carrier or by Provider's withdrawal from the Contract due to its severe breach by the Subscriber, the Subscriber is obliged to pay to the Provider a single amount (cancellation) worth the loss of earnings. Lost earnings will be calculated as the product of the number of months from the premature termination of the Contract or Service until the agreed duration of Contract or Service for definite period elapses and the average monthly payment of the Subscriber for the Service in the last 3 months.

8.5 If the Subscriber's request for porting the Subscriber's number to another carrier is agreed the Provider is entitled to charge the Subscriber for the costs incurred by the Provider due to premature termination of the Contract, i.e. before the normal Contract duration elapses or before the appropriate withdrawal period elapses. These costs shall mean namely the prices of the leased circuits Service.

8.6 Circumstances, which exclude responsibility do not have an impact on the duty to pay the contractual penalty.

9. Liabilities of the Provider and Subscriber, Compensation for Damage

9.1 If it was possible to use the Service only partially or if it was not possible to use it at all due to the technical or operational Defect at the Provider's side, Provider is obliged to ensure removal of the Defect and appropriately decrease the price, or upon agreement with the Subscriber to ensure providing of the Service in an alternative way. Provider is not obliged to pay to the Service User for the compensation of damage incurred due to Service interruption or faulty providing of the Service.

9.2 Neither Provider nor Subscriber are obliged to provide to each other the compensation for damages, which were incurred by the other party by breaching their obligations if they can prove that such breach was caused as a result of circumstances that exclude liability. Such circumstances include namely Force Majeure events.

9.3 Damages caused by the Provider, which occurred due to other reasons than those stipulated in Articles 9.1 and

9.2 will be compensated to the Subscriber according to the real damage amount, however with the maximum amount of CZK 100,000.00 and that is also in the form of providing Services agreed in the Contract. Only if the compensation for damage is due after the Contract validity expiration the damage will be paid out as monetary compensation.

9.4 Subscriber undertakes to compensate damage or loss, which will be incurred by the Provider, if the Subscriber uses Electronic Communication Equipment that is not approved in accordance with the valid regulations and norms.

9.5 Subscriber undertakes to compensate damage to Provider's equipment located at the Subscriber's. This provision does not apply to damages caused by Force Majeure or by the Provider.

9.6 Without unnecessary delay the Subscriber will notify the Provider on the necessity of repairs, which the Subscriber shall perform. If this obligation is breached the Subscriber is liable for damage caused.

9.7 Subscriber is fully liable for damage incurred by the Provider or other persons that resulted from the third persons access to the provided Service.

9.8 Provider is not liable for activity of the carrier who connects the Subscriber to the Provider's Network (Article 3.3 (c) of the Conditions).

9.9 Provider is not liable for the content of transmitted messages at providing the publicly available electronic communications service.

9.10 Provider is not liable for the content and utilisation of information available on Internet, even if such information is available and utilised through Provider's Services.

10. Establishing, Change, Transfer and Termination of Contract or Service

10.1 Contract can be concluded and Service Providing can be agreed for definite or indefinite period. If the duration is not determined in the Contract or Specification, they are deemed concluded for indefinite period.

10.2 Contract comes into validity and effect:

- (a) On the day when the Contract is signed by Authorised Representatives of both Contract Parties, or
- (b) At the point, in which the Subscriber confirmed appropriate, duly filled in Provider's form on the Provider's web site, and thereby concluded Contract with the Provider, or
- (c) At the point, in which the Subscriber and the Provider's customer centre personnel mutually confirmed final wording of the Contract, which they achieved as a results of mutual conversation.

10.3 Upon Subscriber's request and costs the Provider will issue confirmation on Contract concluded verbally pursuant to Article 10.2 (c) of the Conditions.

10.4 Contract can be modified using the manner in which it was concluded. Written Contract can be modified through Addenda signed by Authorised Representatives of both Contract Parties.

10.5 Further Specification related to individual Services can be agreed for the Contract.

10.6 At change or termination of Contract or Service upon Subscriber's request before the Service is established or its providing commenced, e.g. at change of the Subscriber Terminal Point location or other change requested by the Subscriber, the Subscriber is obliged to pay to the Provider the price of already expended work and services, including services ordered from subcontractors which are related to establishing and providing of the Service. Should the Subscriber do so owing to reasons that did not occur at the Provider's side, in addition the Subscriber will also pay the contractual penalty amounting to 10% of the launching charge for such Service.

10.7 Transfer of Subscriber's rights and obligations under the Contract to a third person is enabled only with the written consent of the Provider.

10.8 Contract or Service can be terminated by:

- (a) Written agreement of Contract Parties;
- (b) Expiration of the agreed withdrawal period;
- (c) Expiration of the onemonth withdrawal period, if the withdrawal notice was submitted by the Subscriber due to significant change of contractual conditions to the detriment of the Subscriber;
- (d) Elapsing of the calendar month in which the Subscriber's notice of withdrawal from the Contract or Service for definite period was delivered to the Provider (premature withdrawal). Subscriber is obliged to pay to the Provider a cancellation fee determined in Article 8.4;
- (e) Withdrawal due to some reasons explicitly specified in Article 7. Effects of withdrawal from the Contract or Service are commenced by delivery of written declaration on withdrawal of the aggrieved Contract Party to the adverse Contract Party. In case of reason stated in Article 7.2 (a) such declaration is part of Reminder No. 2 and the withdrawal comes into effect in accordance with conditions specified in the Reminder.

10.9 In cases specified in Articles 10.8 (b) and (c) the withdrawal period is commenced on the first day of the month that immediately follows after the month in which the written withdrawal notice submitted by a Contract Party was delivered to the other Contract Party.

10.10 Any Contract Party can withdraw Contract or Service as a whole or every Line or part of Service can be withdrawn separately.

10.11 Should the Contract or Service be agreed for indefinite period, withdrawal period on the Provider's as well as Subscriber's side shall be 3 months, unless Contract Parties agreed otherwise.

10.12 In case of Subscriber's or other carrier's request for porting the Subscriber's number the Subscriber is obliged to send written withdrawal notice to the Provider within ten working days from sending the request for porting the number. In the adverse case the Provider may reject the request.

10.13 Withdrawal notice must be elaborated in writing and the withdrawal period is commenced on the first day of the month that follows after the month of delivering the written withdrawal notice to the other contract party, i.e. to the Provider or Subscriber. Withdrawal notice delivered to other person than Provider or Subscriber, especially to Provider's business partner will not be taken into consideration. In case of doubts or dispute the third working day that follows after the day of sending the request is deemed the notice delivery day. During the withdrawal period there continues the Provider's obligation to provide Services with full quality and the Subscriber's obligation to pay prices under the Contract.

10.14 Once the Contract or Service is terminated, without unnecessary delay the Subscriber is obliged to return to the Provider the borrowed tangible and intangible assets, which the Subscriber obtained from the Provider for the purpose of Service providing. Contract Parties will settle all receivables and payables ensuing from the Contract or from the terminated Service at the latest within one month after its termination.

11. Establishing and Terminating the Service

11.1. In conjunction with connection to the Network the Provider will establish Service Terminal Point in the location of Subscriber Terminal Point. If the Service Terminal Point already exists such terminal point will be used.

11.2. Provider will decide on precise location of the Service Terminal point, whereas with the maximum possible extent will try to fulfil the Subscriber's wishes.

11.3. Required date of establishing the Service or change stated in the Specification is the date of the presumed Service establishing. Realisation period will be at the maximum possible extent adapted to fulfil Subscriber's wishes, depending on the Provider's possibilities.

11.4. Day from when the Service has been undoubtedly utilised by the Subscriber or User shall be deemed the day of handing over the Service for utilisation, unless the Service was handed over by means of handover Protocol signed by both Parties.

11.5. Should the Subscriber not grant the Provider necessary access for establishing the Service within agreed time, the Provider is authorised to charge the Subscriber for time spent on waiting and transportation.

11.6. Should it not be possible to realise the required type of Line the Provider and Subscriber will agree on alternative technical solution (technology with price as per the Provider's offer), or on suitable modification of the solution. Provider is not in default until the lapse of time of the new period for alternative solution realisation that was agreed by Contract Parties.

11.7. Period in default at handing over the Service caused by the Subscriber (not providing cooperation, not meeting the specified conditions or fulfilment of third persons arranged by the Subscriber) is not included to the period of establishing the Service.

11.8. Should the Subscriber require deferment of Service establishing date for later date at signing the Specification and before establishing the Service or if the Subscriber does not provide to the Subscriber the necessary cooperation for establishing the Service, the Subscriber is obliged to reimburse to the Provider the price of work and services including services ordered from subcontractors which are related to deferment of Service establishing date.

11.9. Other conditions of establishing, changing and terminating Services, including relevant time limits, are specified in document Operation Conditions of Contactel Services/Provozní podmínky Služeb Contactelu.

12. Defects and Interventions, Warranty Conditions for Terminal Equipment

12.1. Provider is responsible for operation, checking and maintenance of its Electronic Communication Equipment, which is destined for Service providing.

12.2. Provider undertakes to ensure continuous supervising of the quality, with which the Service is provided – 24 hours per day, 7 days a week, throughout the entire calendar year.

12.3. Provider grants warranty of 24 months starting from the sale date for Terminal Equipments that do not require expert installation (separate modems and telephones). The warranty does not apply to Terminal Equipment defects that were caused by effects outside Terminal Equipments (standard wear, inappropriate use, Force Majeure, third persons interventions, etc.).

12.4. Subscriber can agree with Provider on conditions for servicing Terminal Equipment that requires installation at the Subscriber's.

12.5. Provider undertakes to remove immediately on its costs Defects in providing the Service within the Provider's network, which the Subscriber did not caused or instigated, and the Defect of Terminal Equipment to which the Provider's warranty applies.

12.6. If during the removal of Defect it is discovered that the Defect is on the Provider's side but it was caused or instigated fully or partially by the Subscriber, or the Defect is localised on the Subscriber's Electronic Communication Equipment, the Provider is entitled for compensation of costs incurred at removal of the Defect.

12.7. Interruption of power supply for any Provider's equipment located in the Subscriber's building is not considered a Defect pursuant to these Conditions.

12.8. Should the Subscriber not ensure access to all necessary buildings and rooms where the Terminal Equipment is located for the purpose of servicing intervention, time that the Provider's servicing personnel (group) loses by waiting for getting access to such buildings is not included into the duration of Defect.

12.9. Should the Provider incur costs due to the reasons determined in Article 12.8 (for example due to necessity of repeated travelling to perform the repair), the Provider has right to request compensation of costs from the Subscriber.

12.10. Duration of Defect removal is dependent on the type of Service and it is specified in the Service Operation Conditions.

13. Protecting Personal Details of Subscribers – Natural Persons

13.1. Provider undertakes to process personal details of Subscribers (natural persons) in accordance with Act No. 101/2000, Coll., on Personal Details Protection for the purpose of due Contract fulfilment, for the shortest time possible. Solely Provider's employees are authorised to handle personal details pursuant to this Act, and other persons who process personal details under the Contract with the Provider.

13.2. Provider has right to attach other details to personal details acquired from Contract for the purpose of offering business and services to the Subscriber. Subscriber (natural person) is entitled to express his/her disagreement with personal details processing for such purpose, whereas such disagreement must be submitted in writing and delivered to the Provider.

13.3. Unless the Provider and Subscriber agree otherwise, the Subscriber assents with stating his/her name and surname or corporate name in the Provider's list of references.

14. Procedure of Applying and Resolving Complaints

14.1. Subscriber is entitled for lodging Complaint.

14.2. Subscriber or person authorised in writing by the Subscriber (authorised representative) are entitled to submit a Complaint.

14.3. Complaints are submitted in writing (by means of registered letter, fax or in electronic form) to the contact address stated on the counterpart of bill for the Provider's Services price.

14.4. Should the Service fault mean incorrectly charged price of Service provided, the Subscriber has right to submit Complaint against the Service price bill within 2 months from delivering such bill, otherwise this right will extinguish. Submission of a Complaint does not have a suspending effect concerning the Subscriber's obligation to pay in accordance with the contested bill. Upon Subscriber's request the Czech Telecommunications Office is authorised in justified cases to decide that the submission of complaint does have a suspending effect.

14.5. Subscriber, or User has right to submit the Complaint against provided Service in the customer care department of the Provider without unnecessary delay, at the latest within 2 months from faulty Service providing, otherwise the right will extinguish.

14.6. Should the Subscriber within Complaint require from the Provider reimbursing the proportional part of duly and timely paid regular fixed payments (compensation) for the period during which the Service could be used only partially or it was not possible to use the Service at all due to the Defect at the Provider's side, the Provider will grant such compensation if such Defect was simultaneously discovered by the Provider or if such Defect is obvious to the Provider, otherwise the compensation will be

granted only on condition that the Subscriber lodged the Complaint pursuant to Article 14.5 and the Provider acknowledged the Complaint as justified. Proportional part of fixed regular payments will be calculated as the product of the relevant payment and the duration of Defect (rounded to whole hours), divided by 720 (average number of hours in a month).

14.7. Complaint will be resolved within 1 month period starting from the day of delivering the Complaint to the Provider, with the following exceptions:

– Complaint re the Terminal Equipment, which does not require installation, is resolved by the replacement of the equipment. Provider will send the functioning Terminal Equipment to the Subscriber within 48 hours from the moment the Complaint re Defect was submitted. Non working days are not included into such period. Subscriber is obliged without unnecessary delay to deliver Terminal Equipment that is subject of Complaint to the Provider or to the address specified by the Provider, otherwise the Subscriber is obliged to reimburse to the Provider the price of functioning Terminal Equipment, including transportation costs.

In addition to the Terminal Equipment the Subscriber is obliged to send to the Provider also the purchase receipt for such equipment, namely invoice for provided Services, in which also the Terminal Equipment price is billed.

– Cases of Complaints re international Services are resolved within 2 months.

14.8. Provider will refund recognized amounts that were subject of complaint to the Subscriber within 1 month from the complaint resolution, at the latest. Provider will deduct the recognized amount from the next bill or will refund the amount to the Subscriber as monetary compensation.

14.9. Right to obtain recognized amount on the basis of positively resolved Complaint, which could not be refunded due to obstacles on the side of the party that submitted the complaint will be statutebarred within time limits stipulated by relevant generally binding legal regulations.

14.10. Should the Provider not accept the complaint against billing or Service, the Subscriber, or User is entitled to submit to the Czech Telecommunications Office the proposal to commence proceedings on objections to complaint resolution without unnecessary delay, at the latest within 1 month from delivery of the Complaint resolution

15. Joint and Closing Provisions

15.1. Contractual relationship between the Subscriber and Provider is governed by Act on Electronic Communications as amended and by Act. No. 513/1991, Coll., Commercial Code as amended. The Subscriber agrees that the Provider may process information regarding the Subscriber for commercial purposes only with the Subscriber's prior written consent, and unless otherwise stipulated in the Contract, with the exceptions that the Provider is entitled to include the Subscriber in its list of references and to process data related to provision of publicly available electronic communications service, namely data on Subscribers to communication connection, for commercial purposes of the business grouping of which the Provider is a part.

15.2. Applicant for telephone service empowers the Provider to perform all acts necessary for transferring all services determined in the Specifications that are provided by other carriers to the telephone services of the Provider (carrier preselection and porting of subscriber's number).

15.3. Provider is entitled to provide for some activities under the Contract through its subcontractors. In such case the Provider bears the same responsibility with respect to the Subscriber as if the Provider carries out such activities on its own.

15.4. Should the Contract Documents be elaborated also in a foreign language, the Czech wording is the governing one.

15.5. Should terms in the Conditions or Contract be used in singular or plural, they are valid also in the opposite form, unless something else explicitly ensues from the context. Both parties will interpret the Contract in good faith. Should one or more provisions of the Conditions be considered illegal, invalid or unenforceable then such illegality, invalidity or unenforceability will not apply to other provisions of the Conditions, which will be interpreted as if such illegal, invalid or unenforceable provisions do not exist. Provider and Subscriber agree that all illegal, invalid or unenforceable provisions will be replaced by provisions that are legal, valid and enforceable, which are in utmost proximity to the meaning and purpose of the Conditions

15.6. Termination of Contract validity and effect does not apply to the validity and effect of Conditions, which continue up to the full settlement of all liabilities ensuing from contractual relationship.

15.7. These Conditions come into validity and effect on 1 April 2006. Up to date wording of Conditions is always available at the Provider's web site.