

**General Business Terms and Conditions for provision of publicly available services of electronic communications of ha-vel internet s.r.o (hereinafter only referred to as the "Terms and Conditions") issued with the effective date of 14 May 2020.**

## **General Part of Terms and Conditions**

### **1. Subject-Matter of Terms and Conditions**

1.1 The Terms and Conditions apply to the Provider, the Subscriber and the Applicant.

1.2. The Terms and Conditions are divided into two parts. In the first part, the General Part of the Terms and Conditions, generally accepted conditions for provision of all Services are stated. The General Part of the Terms and Conditions applies unless the Special Part of the Terms and Conditions, Specifications or the Agreement provide for otherwise. Specific parts of the Special Part of the Terms and Conditions that do not apply to the respective group of Services are not relevant for the respective group of the Services.

1.3 The General Terms and Conditions for providing a particular Service are made up of the General Part of the Terms and Conditions and a specific part of the Special Part of the Terms and Conditions, pertaining to a particular Service, if applicable.

1.4 The Terms defined in the Terms and Conditions apply to all Contracting Documents.

1.5 The General Terms and Conditions make up an integral part of the Provision of Publicly Available Electronic Communication Services Agreement concluded by and between the Provider and the Subscriber.

1.6 The legal relations between the Provider and the Subscriber arising from the applicable Provision of Publicly Available Electronic Communication Services Agreement, from the Terms and Conditions and not any closely regulated shall be governed by the relevant provisions of the Act and other legislation valid in the Czech Republic.

### **2 Definition of Terms**

2.1 **"Data"** are any combinations of the basic information units that have the form of a code, signs, pictures, sounds and their sets or combinations that can be caught by means of computer technology and that can be transferred through their networks.

2.2 The **"Data package for the ha-loo mobil service"** is a separately sold volume of data or their combination with services, while they can only be used if the Provider had permitted to the Subscriber the transfer of Data (it shall always be separately reviewed by the Provider). The list of such packages, if any are offered, shall be find at the website: [www.ha-loo.cz](http://www.ha-loo.cz), including a detailed description of their content, requirements, prices, etc.

2.3 The **"Data Traffic"** of the ha-loo mobil service means the transfer of Data by using the ha-loo mobil service offered by the Provider. The transfer of data is conditioned by the approval and activation of the service both performed by the Provider who is entitled, if needed, to request from the Subscriber to provide a depository payment, or to refuse to activate the service. The prices for the service are defined in the Services Price List or potentially by Sales Packages.

2.4 The **"Confidential Information"** means all information which the contracting parties learn as part of the contractual relationship arising from the Agreement and which are determined as confidential or which may be on the basis of other circumstances be considered to be trade secrets of the other contracting party.

2.5 The **"Terminal Equipment of the Subscriber"** is Telecommunication Equipment of the Subscriber connected directly or indirectly to the Terminal Point of the Subscriber designed to receive, broadcast, process or store information transmitted in relation to the use of the Service, through which the Subscriber connects via the Provider particularly to the Internet Network. The Terminal Equipment of the Subscriber shall be in accordance with the technical requirements, provisions of special legislation and the requirements of the Provider.

2.6 The **"Terminal Equipment of the Provider"** is Telecommunication Equipment of the Provider, either its own or a leased one, connected to the terminal point of the Provider's Network designed to receive, broadcast, process or store information transmitted in relation to the Services, through which the Subscriber connects via the Provider particularly to the Internet Network.

2.7 The **"Terminal Point of the Subscriber"** is the space set by the Subscriber, intended for installation of the Provider's telecommunication equipment according to the Specification.

2.8 The **"Service Terminal Point"** is standardized interface at the Provider's Telecommunication Equipment, to which the Subscriber connects its terminal equipment or its private network.

2.9 The **"Minimal Monthly Performance"** (hereinafter also the "MMP") is a fixed monthly amount agreed upon between the Subscriber and the Provider in the given Service Specification. By signing the given Service Specification, the Subscriber

undertakes to draw at least the monthly volume of services corresponding to the MMP.

2.10 The "**Monthly Fee for the Maintenance of the SIM Card**" is the payment to the Provider for the maintenance and administration of the Subscriber's SIM card for the ha-loo mobil service.

2.11 The "**Monthly Rate for the Ha-Loo Service**" represents the monthly fee for the services within the discounted sales packages or for services, aggregated to the sales packages of the Provider. The list of such packages, if any are offered, can be found at the website: [www.ha-loo.cz](http://www.ha-loo.cz), including a detailed description of their content, requirements, prices, etc.

2.12 The "**Unlimited calling and SMS**" represents a package of unlimited calling and SMS messages sending for a particular month to all geographical and mobil numbers within the Czech Republic. The Provider can block the service without giving a reason and without compensation, particularly in case of any misuse of the service beyond personal needs.

2.13 The "**Authorized Representative**" of a contracting party is a person authorized to bind the contracting party and to conclude the Agreement. If it is not a person authorized to represent the contracting party pursuant to Act No. 89/2012 Coll., Civil Code, as amended, the Authorized Representative of the contracting party must have an effective power of attorney for the mentioned activities, legalized by a notary public.

2.14 The "**Enterprise**" is an entity entitled to provide the network, the service or the network and the service in the field of electronic communication.

2.15 The "**Malfunction**" is a state resulting from a fault on the part of the Provider's Network, when the Subscriber cannot use the service at all, while the state is a different state which arose as a result of the Provider's activity within the extent under Article 12 of the Terms and Conditions or by the realization of the provisions for the management of the operation by the Provider. The Failure is also the failure of the Terminal Equipment of the Subscriber which is still under warranty.

2.16 The "**Provider**" is ha-vel internet s.r.o. that is authorized within the licenses, individual permits and general permits issued by the Czech Telecommunication Authority (hereinafter the "**Authority**") to provide publicly available services of electronic communications based on announcement of entrepreneurship delivered to the Authority on 1 May 2005 in accordance with Section 8, Act No. 127/2005 Coll., Electronic Communications Act, as amended.

2.17 The "**Authorized Representative**" of the contracting party is an entity authorized to act on behalf of the contracting party regarding the Agreement and to sign Services Specifications. Unless the Authorized Representative of the contracting party specifies otherwise, the other contracting party deems the Authorized Representative to be a person pursuant to Act No. 89/2012 Coll., Civil Code, as amended.

2.18 The "**Connection to the Internet Network**" is a connection of the Terminal Equipment of the Subscriber to the Provider's Network through which the Subscriber can without any significant limitation use the Services in accordance with the Agreement.

2.19 The "**Connecting Line**" is a set of technical devices.

2.20 The "**Service Line**" is a metallic, optical or wireless line in the premises of the Subscriber's Terminal Equipment.

2.21 The "**Access Circuit**" is a metallic, optical or wireless circuit between the connection point of the Provider and the Terminal Point of the Subscriber.

2.22 The "**Sales Packages**" mean a combination of services or volumes of services for a defined period or defined volume. The list of such packages, if offered, is at the website: [www.ha-loo.cz](http://www.ha-loo.cz), along with their contents, requirements, prices, etc.

2.23 The "**Complaint**" is understood as a legal act of the Subscriber, in which it applies its claims towards the Provider regarding Malfunctionive Services.

2.24 The "**Revision of Conditions**" is understood as a change of their form or text, or their extension that does not result in Change of the Terms and Conditions.

2.25 The "**Revolving**" represents the possibility to extend the time of the Service validity in the case of providing Services for a definite time the Subscriber requests via a written request an extension of the Service by another 12 months, specifically no later than 30-days prior to the termination of the validity period of the Service. In this way, the Service and the related agreements can be extended even repeatedly.

Pursuant to the provisions of Section 63, Sub-section 10 of Act the Provider undertakes to notify the Subscriber, who is the Consumer, in the way chosen for sending the statement, not earlier than 3 months and not later than 1 month before a lapse of the effect of the agreement concluded for a definite time, of the approaching termination of the agreement and on the options for its extension.

2.25.1 If the Specification, in The Other Contractual Stipulations, includes the term "**Notice**" with a time designation,

regarding the contracts concluded for a definite period of time the time designation means the period when before the lapse of the definite period of time at the latest, any contracting party can deliver to the other party declaration of will not to extend the Agreement pursuant to the clause 2.13. hereof.

2.26 The "**Interface**" is a space between the Provider's Network and the Subscriber's Network. This usually represents the Terminal Point of the Service.

2.27 The "**Provider's Network**" is a public telephone and data telecommunication network of the Provider, i.e. the set of all functionally interconnected technical devices operated and used by the Provider when providing electronic communication services.

2.28 The "**Internet Network**" is an international public information data electronic communication network.

2.29 The "**Service**" is a publicly available service or a set of services of electronic communication and services related to provision of such a service supplied by the Provider upon the Agreement and the respective Specification agreed by and between the Provider and the Subscriber.

2.30 The "**Agreement**" is the respective Provision of Publicly Available Electronic Communication Service Agreement including all the contracting documents related to the Agreement, all of this concluded in accordance with the Act by and between the Provider and the Subscriber that applies to provision of the Services. The Provider and the Subscriber who concluded the Agreement are also jointly referred to as the contracting parties.

2.31 The "**Contracting Documents**" include the Agreement, the Specifications, the Conditions, the Price List and other documents pertaining to the Service and related to the Agreement, or if their title otherwise indicates that they form an integral part of the Agreement.

2.32 The "**Consent**" is the consent of the owner of the building where the Terminal Point of the Subscriber is located to establish the Connecting Line (location and operation of Telecommunication Equipment, carrying out project, construction and installation works and providing any and all necessary materials and documents for processing project documentation and obtaining the respective permissions in the building).

2.33 The "**Service Specification**" (hereinafter only referred to as the "Specification") is a bilaterally signed document describing the particular business, technical and service conditions of the Service for the respective Subscriber.

2.34 The "**Consumer**" is every person who outside its business or outside the individual exercise of its profession uses or requests a publicly available Electronic Communication Service.

2.35 "**Telecommunication Equipment**" is understood as technical equipment, including lines, for sending, transmission, direction, connection and receipt of information.

2.36 The "**Subscriber**" is a physical or legal entity using the Service that has concluded the Agreement with the Provider. The Subscriber is also referred to as a "Client".

2.37 The "**Payment**" or also the "Service Price", or the "Remuneration" are all exercised claims or paid amounts by the Subscriber to the Provider for the performance of his/her/its obligations arising from the Agreement and the Terms and Conditions.

2.38 The "**Failure**" is an accidental, unplanned condition when the Services are not available.

2.39 The "**Notice**" is a legal action by which the Subscriber or the Provider is willing to terminate the Agreement concluded for a definite period of time or the Agreement concluded for an indefinite period of time as of the date of a lapse of the notice period. More detailed conditions concerning the Notice are agreed in the Contract, Specification and these Terms and Conditions. The duration of the notice period amounts to 30 days and commences on the day following the day when the Notice of one contracting party was delivered to the other contracting party.

2.40 The "**Force Majeure**" is understood particularly as: wars, unrest, strikes, terrorist events, natural disasters, static electricity discharges, technical Malfunctions on the devices and network of another provider, floods, premises flooding, explosions, building collapse and electric power supply breakdowns.

2.41 The "**Change of the Terms and Conditions**" is a reasonable change that applies to the General Terms and Conditions for providing a specific Service.

2.42 These **Terms and Conditions** come into force and effect on 7 May 2018 and replace the previously valid Terms and Conditions in their full extent.

2.43 The "**Applicant**" is a person demanding Service establishment or technical change of the Service through a filled in Provider's form or in another way.

2.44 “Act” is Act No. 127/2005 Coll., providing for electronic communication, as amended.

**3. Rights and Obligations of Contracting Parties mainly taking into consideration the Regulation of the European Parliament and the Council (EU) 2015/2120 of 25 November 2015 (hereinafter the “EU Regulation”), Act No. 101/2000 Coll., on personal data protection, as amended (hereinafter the “PDP”), the Regulation of the European Parliament and the Council No. 2016/679 of 27 April 2016 (hereinafter the “GDPR”) and the Act**

**3.1 The Provider is obliged:**

- a) to establish and to provide the required Services in agreement with the Contracting Documents to everybody who asks for the Service and agrees to the documents, except for the cases specified in the Terms and Conditions and the Agreement. The Provider is entitled to refuse the Applicant's application if the Applicant does not or did not fulfil its obligations towards the Provider or to any persons or if it can be reasonably expected that it will not be fulfilling its obligations;
- b) no later than on the moment of the Agreement being concluded to provide the Subscriber with information on facts related to the given Service, especially information on the form, extent and manner of the given Service;
- c) to carry out change of the Service upon the Subscriber's request in agreement with the Terms and Conditions and with the valid contracting conditions;
- d) if possible, to inform the Subscriber at least 5 calendar days in advance in any suitable manner regarding the limitations, suspensions, planned maintenance, i.e. maintenance not longer than 480 minutes per calendar month, after which the provision of services may be suspended, and shortages in the provision of the Service. The Provider is not obliged to do so in the case of a crisis situation or an extraordinary event when the performance of this obligation on the part of the Provider is not possible and in the case of the performance of works for the operation, maintenance, planned maintenance and repair of the Provider's Network, if individual continuous suspension or limitation of the Provider's Service does not exceed 15 minutes. During the period designed for the planned maintenance, the services may not be provided and this period is not part of the duration of the service in the month (and shall not be included in the total availability of the provided service in the month, the so-called SLA);
- e) to start working in order to remove Malfunctions without undue delay after their reporting by the Subscriber;
- f) in accordance with Section 8 of Act No. 141/1961 Coll., Criminal Procedural Code, as amended, i.e. on the basis of a written request of the authorities acting as part of criminal proceedings when performing their tasks, and only if the intended purpose cannot be reached otherwise, or if reaching this purpose was related to inadequate hardship, to provide the authorities acting as part of criminal proceedings for the purposes of the criminal proceedings or to any other public authority for the purposes of performing its tasks under special legislation the data which are subject to telecommunication confidentiality under the relevant provisions of the Act and other relevant valid legislation.
- g) not later than 1 month before entry of a Change of the Agreement and the Terms and Conditions into force, to publish such a Change in each business establishment and in the way enabling remote access; simultaneously, the Provider is obliged to notify the Subscriber of such a Change; including his right to terminate the Agreement as of the date of entry of the Change into force, without a penalty, if the new terms and conditions are not accepted by the Subscriber; the Provider is obliged to provide the information to the Subscriber in the way chosen by the Subscriber for sending the statement; the right to terminate the Agreement fails to arise if the Change of the Agreement is made on the basis of a change of a legal regulation or in the case of a change of the Agreement pursuant to Section 63, Sub-section 5 of the Act.

**3.2 The Provider is entitled:**

- a) to verify in a lawful manner the personal and other data provided by the applicant for the provision of Services in the submitted documents by the applicant;
- b) to refuse in accordance with the Act and the Terms and Conditions of the concluded Agreement the provision of the Services to the applicant;
- c) to receive compensation for damage caused by the Subscriber especially to the Provider's Network, the Terminal Equipment of the Provider and/or the Connecting Line, or which occurred due to a misuse of the Services, all of this in accordance with the Terms and Conditions;
- d) to temporarily suspend or limit the provision of the Service to the Subscriber in accordance with the Act and the Terms and Conditions;
- e) to receive the necessary assistance from the Subscriber necessary for the proper performance of its obligations under the Agreement;

f) The Provider shall not be held responsible for the content and security details and data transmitted by the Subscriber if the possibility of their unprotected acquirement at the location of the Terminal Equipment of the Subscriber, the Terminal Equipment of the Provider or the Internet Network.

### **3.3 The Subscriber is obliged:**

a) to pay duly the invoiced price for the Services, specifically in the agreed amount and in accordance with the Terms and Conditions and the Agreement;

b) to ensure that the Telecommunication Equipment connected by the Subscriber to the Terminal Device of the Provider meets the conditions specified by special law and the requirements of the Provider. The Subscriber is responsible for the condition of its Telecommunication Equipment that it connects to the Provider's equipment;

c) to ensure written Consent of the building owner if the Service Line is rented by the Provider from a third party, the Consent is used for the needs of the Provider's dealing with a third party. If the Access Circuit is realized through wireless technology, the Subscriber may also be obliged to ensure consent of other entities if it is required by law, to place the antenna system in or on the building and consent with possible necessary building conversions that are related to assembly of the wireless technology. The lightning system of the building must comply with the requirements of the Czech National Standards. If the owner of the Subscriber's building requires any form of financial payment for placing the Telecommunication Equipment (e.g. a rent for a place on the building roof for locating the antenna), the payment has to be made by the Subscriber. The Provider shall establish the Service only after meeting the conditions specified in this paragraph; if any consent pursuant to the present paragraph is withdrawn later or if it becomes invalid, the Provider may limit, suspend or terminate provision of the Service. In that case, the Provider is not responsible for damage or any other loss caused to the Subscriber in this connection.

d) not to misuse connection to the Provider's Network and ensure that the Service is not using the connection for other than the agreed purposes and that it does not misused and/or used by third parties to set, connect, locate or change the space assembly of the Provider's equipment without prior written consent of the Provider between the Terminal Points of the Service compared with the state at the Service establishment;

e) to protect and potentially also change the access passwords to the Provider's Network provided by the Provider for the proper use of the Service against the misuse by third parties;

f) to notify Malfunctions without undue delay to the Customer Care Department (not later than on the following business day after they occur) of any facts known to it that could have negative effect on the function of the Service or the Provider's Network;

g) to create all prerequisites at the place of the Subscriber's Terminal Point that are necessary for due provision of the Services, in particular:

- to make the premises in its buildings available free of charge, where the Provider's Telecommunication Equipment is to be installed and operated in order to fulfil the Contract, including all additional services, in particular sufficient input, lighting and air-conditioning, or necessary potential equalizer. The Subscriber shall place the equipment only in premises suitable for the mentioned purposes;

to provide the Provider or any persons authorized by the Provider for such a case with assistance, in particular:

- to enable access to the Provider or persons authorized by the Provider to the Telecommunication Equipment located in the Subscriber's premises for the purposes of repairs and maintenance;

- to provide information and documents to the Provider's employees that are necessary for their activity;

- to ensure cooperation with the Provider in preparation of construction and installation works for installation, modification or uninstalling the Provider's technical equipment related to the provided Service;

- to ensure that during the whole time of providing the service at the Provider's Telecommunication Equipment located at the Subscriber the equipment is powered by the energy source prescribed by the manufacturer. All related costs will be paid by the Subscriber;

- to make steps to ensure that access to the building is ensured at the place of service intervention for the service team and possibly qualified operators authorized by the Subscriber to ensure necessary cooperation;

- to make steps to prevent unauthorized persons to handle the Provider's Telecommunication Equipment at the Terminal Point of the Subscriber; to enable sharing a functional set of the equipment installed by the Provider to other Subscribers, and

- to enable access to the Provider to a functional set of equipment in order to install cable leads-in for other Subscribers provided that the quality of the provided services is kept.

h) to inform the Provider without undue delay and in writing about any and all changes in the Subscriber's identification data specified in the Agreement, specifically names and surnames or the commercial name, place of residence or seat, legal form, bank details, telephone numbers, company ID number, VAT number not later than within 7 business day from the day when such a change happened;

i) to inform the Provider about the names of the persons authorized to represent the Subscriber in relation to the Provider and in any change to inform the Provider of such a change in writing;

j) not to make malicious phone calls or any other calls that threaten or bother third parties;

k) to secure Telecommunication Equipment provided by the Provider and located at the Subscriber against its damage, theft or loss.

### **3.4 The Subscriber is entitled:**

a) to conclude the Agreement with the Provider, provided that there is no reason under the Act or the Terms and Conditions for the refusal to conclude the Agreement on the part of the Provider as specified in Art. 5.15 of these Terms and Conditions;

b) to be provided with the Services under the conditions specified in the Agreement and the Terms and Conditions;

c) to receive removal of Malfunctions free of charge if they occurred without the fault on the part of the Subscriber or third parties that caused the Malfunction, or they participated in the occurrence of the Malfunction, only if they notify the Provider of such Malfunctions in accordance with the Terms and Conditions.

## **4. Price of Services, Payment Terms**

4.1 The prices of the Services form a part of the contractual arrangements are specified in the price list which is available at Provider's website, i.e. [www.ha-vel.cz](http://www.ha-vel.cz), or at the Provider's contact person. If the price or the method of its calculation is agreed in advance in the Contracting Documents, it is a fixed price that is changed with the change of the Price List, with the exception provided for in Art. 4.6.

4.2 The Provider carries out billing in form of issuing a tax document/invoice to the Subscriber as follows:

a) single payments are charged by the Provider after supply of the respective service to the Subscriber in the first subsequent billing;

b) the date of taxable supply is the date of providing the service to the customer or the date of issuing the tax document. Also, partial monthly supplies are provided pursuant to the present Agreement, pursuant to Section 21 of Act No. 235/2004 Coll., on value added tax. The date of taxable supply is deemed to be the first day of the current month.

c) regular payments are made up of fixed and variable payments;

d) fixed payments will be charged from the day of handover of the Service for use by the Subscriber;

e) variable payments are charged according to a measurable parameter (e.g. volume of transferred data, number and duration of phone calls) according to the methodology of measurement specified by the Provider; exact terms of calculating prices for providing the Service must be specified in the Agreement.

4.3 The Provider is entitled to charge payment for all provided Services and for services provided by third parties, for which the Provider carries out invoicing, on a single tax document.

4.4 By signing the Agreement the Subscriber agrees that billing telecommunication services can be provided in another form than the printed one.

4.5 If a change to the Service happens, then the prices for the changed Service are charged from the day of actual realization of the change of the Service by the Provider upon a handover certificate signed by the Subscriber.

4.6 If costs directly related to provision of the Service are increased (e.g. the price of access circuits, international connectivity, transit and termination telephone charge tariffs, distribution prices of the Services etc.), the Provider is entitled to increase the price of the Service accordingly, but only upon a written consent by the Subscriber.

4.7 The charged amounts must be paid to the Provider's account stated in the tax document not later than on the maturity date; otherwise the Subscriber is delayed with payment. The Subscriber's obligation is met only after crediting the Provider's account with the charged amount to. The invoice maturity period is usually 10 days from the day of issue unless the parties agreed otherwise.

4.8 The Subscriber may set off only those receivables against claims by the Provider that are undisputable and lawfully

admitted, but always upon a written consent by the Provider.

4.9 The Provider is entitled to authorize a third party to collect the Provider's receivables from the Subscriber who is delayed with payment of due amounts.

4.10 In the case of the Subscriber's delay, the Provider is entitled to charge costs related to sending reminders and payment notices.

4.11 If the Subscriber authorizes the Provider to direct debit from the Subscriber's account, the charged amounts are deducted from the Subscriber's account within the direct debit procedure.

4.12 The Subscriber is entitled to ask in writing for return of the proportionate part of fixed regular payments made duly and in time if the services were not provided to it in the time period, for which it paid, for more than ten hours during 24 hours for reasons demonstrably caused by the Provider, except for the Albert and ha - fi Services.

4.13 The Subscriber is entitled to ask in writing for return of the entire fee for the service in the respective month if providing the services is continuously interrupted for at least ten days in the calendar month for reasons demonstrably caused by the Provider.

4.14 The right to claim return of payments expires if it was not demonstrably applied at the Provider within 2 months from the day when the Malfunction occurred.

4.15 If the Subscriber fails to provide assistance in removal of a Malfunction pursuant to Art. 3.3 (b), (d) and (g) hereof, it is not entitled to claim return of the proportionate part of regular fixed payments made for the respective period.

#### 4.16 Surety

a) The Provider is entitled to claim an extraordinary deposit from the Subscriber (surety) in the following cases:

- when signing a new agreement
- the Subscriber's seat or place of residence is located outside the Czech Republic;
- the Subscriber repeatedly fails to comply with the payment terms;
- in filing a petition for bankruptcy regarding the Subscriber's assets or in the case of termination of bankruptcy proceedings due to lack of the Subscriber's assets, in settlement or liquidation of the Subscriber;
- the Subscriber has an outstanding debt or another obligation towards to the Provider;
- if there is unusual growth of bill charged for the provided Services;
- the Agreement or the Service was transferred to a third party upon the Provider's consent without all the Provider's receivables from the Subscriber being settled;

b) The amount of surety is set in such a way that it covers two following monthly payments with regards to the current use of the service by the Subscriber.

c) If surety was provided pursuant to Art. 4.16. letter a) par. 7, the obligation to provide the surety expires after the Subscriber or its successor has paid the due amount to the Provider.

d) If surety was provided pursuant to Art. 4.16 letter a) par. 1 and if there was no case of delay in payment for the service during the past six month, the Subscriber is entitled to ask for return of the surety in writing. The Provider shall return the surety without undue delay.

e) The Provider is entitled to use the surety for setting off the Provider's receivables from the Subscriber, in particular for payment of the price for providing services, regular periodical payments and outstanding contractual penalties, a one-off severance pay etc.

## 5. Scope of Provided Service

5.1 The conditions for providing the Service as well as rights and obligations of the contracting parties are specified in the following documents: Agreement, Specification of Services and Conditions. If there is a dispute between the mentioned documents, the documents prevail in the following order: Agreement, Specification of Services and Conditions. The Service is provided in the territory of the Czech Republic.

5.2 The Provider is entitled to meet its obligations pursuant to the Agreement through suppliers but it has the same responsibility as if it met the obligations itself.

5.3 If unexpected circumstances that are related to the Provider and that the Provider could not avert even with due care that can be reasonably required from it, if it makes it impossible for the Provider to meet its obligations, the term of performance is extended for the time, during which the impossibility lasts, and for the adequate time for starting performance.

5.4 The Provider is not responsible for occurrence of Malfunctions in cases when such Malfunctions were caused by unprofessional or unauthorized handling by the Subscriber or other persons. Another person is understood as a person that is not an authorized employee (a staff member) of the Subscriber or the Provider, nor is it in a contractual relationship with the Provider as a physical entity or a legal entity ensuring service or repair of Telecommunication Equipment.

5.5 The contracted terms and limits for providing the Service apply only under the condition of timely fulfilment of all related obligations of the Subscriber.

5.6 The Provider is entitled to suspend provision of the Service even without a prior written notice due to an important public interest, breach of security and integrity of the Provider's Network, safety of the Service, in the case of finding of any danger or vulnerability or if its ability to provide the Service is restricted by an objectively unavoidable event that it could not anticipate or prevent or if further provision of the Service could cause damage to the Provider, the Subscriber or a third party.

5.7 The level and quality of the Service, its speed, timely availability and other parameters shall be secured by the Provider and complied with on the Interface. The Provider is not responsible for the unavailability, non-quality or non-compliance with the parameters of the Service which were caused by the Terminal Equipment of the Subscriber, by the management of the Interface up to the Terminal Equipment of the Subscriber and the Services, or the settings of the Terminal Equipment of the Subscriber.

5.8 The Provider is not responsible for the Terminal Equipment of the Subscriber or for data transmitted through the Provider's Network or the Internet Network.

5.9 The Provider is not responsible for the unavailability, non-quality or non-compliance with the parameters of the Service which were caused by Force Majeure, unauthorized interference in the operation of the network and the Services, or by the decision of the public authority.

5.10 If the Subscriber fails to pay duly billed price of the provided Service or if it does not observe other contracting terms, the Provider shall send a written notice to the Subscriber stating the term of alternative performance. If the Subscriber fails to remedy the situation within the specified term, the Provider is entitled to suspend provision of the Service or to restrict provision of the Service (restrict active access to the Service). The Provider is entitled to compensation of costs related to reactivation of the services that it applies in form of a reactivation fee in the amount of CZK 1,000 + VAT. In repeated failure to fulfil the contracting conditions, the Provider is entitled to terminate provision of the Service. The Provider is not responsible for damage or other loss caused to the Subscriber in connection with restriction of active access to the Service pursuant to this paragraph.

5.11 If incorrect contracting data are provided, the Provider is entitled to terminate provision of the Service right after it learns about the fact.

5.12 If force majeure restricts duration or scope of the provided Service, both parties will be relieved from the respective obligations for the time of duration of the force majeure situation.

5.13 Both parties undertake to notify the other contracting party without undue delay about the events preventing due performance of the Agreement. Both parties undertake to make maximum effort to avert and overcome such circumstances.

5.14 The Provider's title to payment of prices for the Services, contractual penalties, a one-off severance pay and other payments pursuant to the Agreement is not affected by limitation or suspension of providing the Services due to the Subscriber's delay pursuant to Art. 5.10 hereof and it is not affected by withdrawal or termination of the Consent pursuant to Art. 3.3, letter c) hereof.

5.15 Unless the Terms and Conditions or the Act suggest otherwise, the Provider is entitled to refuse the conclusion of the Agreement with the applicant if:

5.15.1 the Provider did not receive the requested documents from the applicant and/or the ID cards and/or permits and approvals of relevant subject necessary for the conclusion of the Contract; or

5.15.2 the provision of the Service is in the given location, extent or under the conditions required by the applicant for the provision of the Service from the Provider not performable by the Provider without incurring inadequately high costs, or

5.15.3 the Provider has not received a guarantee by the applicant that the applicant would comply with the Agreement, because the applicant is/was a debtor towards the Provider or another Enterprise and/or in relation to the applicant there is another actual premise that the applicant for the provision of the Service would not properly and timely comply with his/her/its obligations arising from the Agreement and the Terms and Conditions; or

5.15.4 the conclusion of the Agreement is in conflict with the Act and other valid legislation of the Czech Republic.

## **6. Material breach of the Agreement**

6.1 Significant breach of the Agreement is considered to be the case when the Provider:

- a) fails to establish the required Service even in adequate time limit after lapse of the time period specified in the Contracting Documents;
- b) did to realize agreed change of the Service even in adequate time limit after passage of the agreed time period for making a change specified in the respective amendment to the Agreement providing for change of the Service;
- c) repeatedly and exclusively caused demonstrably serious damage, loss or destruction of the Subscriber's equipment if the equipment was provided to the Provider in a documented way.

6.2 Material breach of the Agreement by the Subscriber is considered in particular the case when the Subscriber:

- a) fails to provide necessary assistance to the Provider to establish the Service;
- b) is in default with payment of the charged price for the provided Services or a part of such a price or another payment or its part pursuant to the Agreement or the present Terms and Conditions for more than 60 days after the due date;
- c) provided incorrect, incomplete or false data to the Provider in connection with establishment of the Service;
- d) enabled, even unintentionally, misuse, damage, loss or destruction of the Service, the Network or equipment of the Provider;
- e) misleads the Provider and gains benefit for itself or another entity that it would not gain otherwise;
- f) uses the provided Service or Telecommunication Equipment of the Provider repeatedly and despite warning and contrary to the Agreement or valid law;
- g) refuses access to the Provider to technical equipment and systems of the Provider in connection with localization and removal of the Malfunction, or uninstalling the equipment;
- h) fails to disconnect its equipment from the public network or the Provider's Network if such equipment causes Malfunctions to the Network although it was asked to disconnect the equipment by the Provider;
- i) fails to ensure the owner's Consent within the intention of Art. 3.2, letter c) hereof or does not meet or breaches any other obligation set in Art. 3.3 hereof.

6.3 Material breach of the Agreement by the Provider is not considered to be limitation or suspension to provide the Service pursuant to Art. 5.6 and Art. 5.10 of the Terms and Conditions.

## **7. Interest in late payment, contractual penalty, one-off severance pay**

7.1 If the Subscriber is in default with payment of the price of the Service or a part of such price or other payment or its part pursuant to the Agreement or the present Terms and Conditions, the Provider is entitled to charge interest in late payment from the outstanding amount of 0.5 % of the due amount for every day of delay.

7.2 In the case of breach of the contracting obligation of the Subscriber to notify the Provider in writing about any changes in the identification data of the Subscriber pursuant to Art. 3.3 letter h) of the Terms and Conditions and the persons authorized to act on behalf of the Subscriber under Art. 3.3 letter j), the Provider is entitled to charge a contractual penalty to the Subscriber amounting to CZK 1,000 for every individual breach of the contracting obligation, even repeatedly. The contractual penalty will be charged to the Subscriber in the immediately following billing after the Provider learns about breach of the obligation.

7.3 The Provider's claims to compensate damage caused by delay in meeting the Subscriber's obligations are not affected by charging or payment of the interest in late payment or the contractual penalty, even in the scope exceeding the Contractual penalty or the interest in late payment.

7.4 If the Subscriber anyway materially breaches the Agreement agreed for a definite period of time within the meaning of Art. 6.2 hereof, the Subscriber is obliged to pay the Contractual penalty to the Provider amounting to the total lost payments corresponding to the exact time from the prematurely terminated Agreement or Service till termination of the contracted time period, including incomplete months.

7.5 If the Agreement or Service contracted for a definite period of time terminates prematurely, i.e. till the expiration of its duration (e.g. due to the Provider's or Subscriber's Notice, who is the Consumer or an individual entrepreneur), for the reasons on the part of the Subscriber, who is the Consumer or an individual entrepreneur, the Subscriber, who is the Consumer or an individual entrepreneur, is obliged to pay the Contractual penalty amounting to 1/20 (one twentieth) of the sum of monthly tariffs remaining till the end of the contracted time period of the Agreement or amounting to 1/20 (one

twentieth) of minimum agreed monthly payment remaining till the end of the contracted time period of the Agreement (depending on which amount is higher), but only provided that the premature termination of the Agreement occurred during the first three months after the conclusion and then the compensation amounting to settlement of the costs related to the Terminal Equipment having provided to the Subscriber, who is the Consumer or an individual entrepreneur, under special conditions.

7.6 If the Agreement or Service agreed for an indefinite period of time terminates prematurely, i.e. till the expiration of its duration (e.g. due to the Provider's or Subscriber's Notice, who is not the Consumer or an individual entrepreneur) for the reasons on the part of the Subscriber, who is not the Consumer or an individual entrepreneur, the Subscriber, who is not the Consumer or an individual entrepreneur, is obliged to pay the contractual penalty amounting to the sum of monthly tariffs remaining till the end of the contracted time period of the Agreement or amounting to minimum monthly payment remaining till the end of the contracted time period of the Agreement (depending on which amount is higher) and further amounting to settlement of the costs related to the Terminal Equipment having provided to the Subscriber, who is not the Consumer or an individual entrepreneur, under special conditions.

7.7 If the Subscriber anyway materially breaches the Agreement agreed for an indefinite period of time within the meaning of Art 6.2 hereof, or if the Agreement or Service agreed for an indefinite period of time terminates prematurely before a lapse of the Notice Period for the reasons on the part of the Subscriber, the Subscriber is obliged to pay the Contractual penalty amounting to a monthly fee multiplied by the number of months remaining from the premature termination of the Agreement or Service until a lapse of the Notice Period for each provided Service, including incomplete months.

7.8 Circumstances excluding liability do not affect the obligation to pay the contractual penalty.

## **8. Liability for damage and compensation of loss**

8.1 In the case of limitation or failure to provide the Services pursuant to the Agreement, the Provider's obligation towards the Subscriber in agreement with the Act is only limited to the obligation to remove the Malfunction without undue delay and to return unlawfully charged and paid amounts. The Provider is not obliged to pay compensation of loss to the Service Subscriber in connection with failure to provide the Service or with Malfunctionive provision of the Service.

8.2 The Provider is not responsible for damage caused as a result of exceeding the Network capacity or a Malfunction caused by repair or maintenance of the Network or its part and accessories or for loss caused due to Force Majeure.

8.3 The Subscriber undertakes to compensate loss caused to the Provider or to third parties if the Subscriber uses Telecommunication Equipment not supplied by the Provider or Telecommunication Equipment not approved by the valid legal or technical regulations and other standards for receipt of the Telecommunication Services.

8.4 The Subscriber undertakes to compensate loss caused to the Provider's equipment located at the Subscriber. The Subscriber is responsible for the equipment of the Provider up to the moment when it is taken over by the Provider.

8.5 The Subscriber shall notify the Provider without undue delay of the necessity of all repairs to be carried out by the Provider. In the case of breach of the obligation, the Subscriber is responsible for damage caused in this connection.

8.6 The Subscriber is fully responsible for damage caused to the Provider or other persons in connection with access of third parties to the provided Service.

## **9. Conclusion, change, assignment, termination and renewal of the Agreement or the Service**

9.1 The Agreement can be concluded and Provision of the Service can be contracted for definite or indefinite time. Unless the time of its duration is provided for the Agreement or in the Specification, it is deemed to be concluded for indefinite time.

9.1.1 If the Agreement or a particular Service is concluded for definite time and unless Revolving is contracted, it is changed after lapse of the contracted term to being concluded for an indefinite time.

9.1.2. If the Agreement or a particular Service is concluded for definite time and Revolving is contracted, if the Provider fails to notify the Subscriber, who is the Consumer, in time of the automatic extension of the Agreement or the particular Service as well as of the possibility and way how to terminate the Agreement or the particular Service, Revolving is not applied and the Agreement or the particular Service is changed for indefinite time. In the other cases the provisions related to Revolving are binding for both contracting parties.

9.2. The Agreement becomes valid and effective on the day of its signing by the Authorized Representatives of both contracting parties.

9.3 The contracting forms used by the Provider in business relations can also be used.

9.4 If the Agreement is concluded using electronic means, it can be signed by a certified digital signature according to special regulations.

9.5 The Agreement can be changed by written amendments signed by Authorized Representatives of both contracting parties. In connection with the concluded Agreement, other Specifications can be contracted for individual Services.

9.6 In the case of a change or termination of the Agreement or Service before establishment or start of provision of the Service, either upon the Subscriber's request or for reasons on the Subscriber's side (e.g. in change of location of the Subscriber's Terminal Point or upon the Subscriber's request to postpone the date of the Service establishment), and also in failure to provide necessary cooperation to the Provider for establishment of the Service by the Subscriber, the Subscriber is obliged to pay the price of all already executed works and tasks to the Provider, including material and goods and including ordered tasks from subcontractors related to establishment and provision of the Service or postponement of the date of the Service establishment, but always at least the amount of CZK 10,000.

9.7 Assignment of rights and obligations of the Subscriber arising from the Agreement to a third party is possible only upon a written consent by the Provider.

9.8 The Agreement or the Service can be terminated:

- a) by written agreement of the contracting parties;
- b) by lapse of the agreed terms of Agreements or Services contracted for definite time, provided that the period of duration of the Agreement or Service has not been extended, even repeatedly in a form of Revolving – in that event after lapse of Revolving;
- c) by lapse of the Notice Period concerning Agreements or Services contracted for definite time;
- d) by lapse of the Notice Period concerning Agreements or Services contracted for indefinite time;
- e) as of the effective date of a change of the Agreement or Terms and Conditions, if the Subscriber terminated the Agreement pursuant to Section 63, Sub-section 6 of Act;
- f) by termination for any reason expressly specified in Art. 6.2 hereof. The effects of termination of the Agreement or Service start by delivery of a written declaration of the entitled contracting party to the breaching contracting party. In the case of doubt or dispute, the date of delivery is considered to be the third business day after sending the termination notice.

9.9 In the cases specified in Art. 9.8 hereof, the Notice Period starts on the day immediately following the day of delivery of a written Notice, given by the contracting party to the other contracting party.

9.10 In the cases specified in Art. 9.8 hereof and, simultaneously, if Specification enables that, the Agreement can be terminated by any contracting party independently.

9.11 Unless the legislation provides otherwise and if the Agreement or Service is contracted for indefinite time, with the Notice Period longer than 3 months, it is applied that the Notice Period agreed in the Agreement is shortened by the number of complete months elapsed from the beginning of provided Services according to the concerned Specification.

9.12 The notice period must be sent by a registered letter and the notice period starts on the day following the day, in which the written termination Notice was delivered to the other contracting party, i.e. to the Provider or the Subscriber. A termination notice delivered to another person than the Provider or the Subscriber, in particular a business partner of the Provider will not be taken into account. In the case of doubt or dispute, the day of delivery is considered to be the third day after sending a termination Notice. During the notice period, the Provider's obligation to provide Services in the full quality and the obligation of the Subscriber to pay the prices according to the Agreement last.

9.13 After termination of the Agreement or the Service, the Subscriber is obliged to return tangible or intangible assets to the Provider that the Provider ensured for the Subscriber for provision of the Service. At the same time, the Subscriber is obliged to provide the Provider with free assistance necessary for disassembly of the Terminal Equipment and other assets of the Provider. All claims and obligations arising from the Agreement or from terminated Service (except for the disassembly of the device) will be settled by the contracting parties not later than 14 calendar days after its termination. In the case of delay of the Subscriber to meet any of the provisions, the Provider is entitled to receive a contractual penalty of CZK 1,000 for every day of delay by the Subscriber to meet the obligation. The agreed contractual penalty does not affect the Provider's title to compensation of damage and loss due to failure to meet the obligations specified in this article, even in the scope exceeding the contractual penalty.

9.14 Renewal of the already terminated Service is possible if the Subscriber who asks for renewal has paid all possible

obligations to the Provider and it asks for renewal of the Service at the Provider while the provision of the Terms and Conditions and the valid law related to establishment of the service will be applied adequately.

#### **10. Service establishment and cancellation**

10.1 With regards to connection to the Network, the Provider shall establish the Terminal Point for the Service at the place of the Subscriber's Terminal Point.

10.2 Exact location of the Terminal Point of the Service will be decided by the Provider while it shall do its best to accommodate the Subscriber's wish as much as possible. If the Subscriber wishes to change location of the Terminal Point of the Service and wiring, the work shall be carried out by the Provider at its costs.

10.3 The required date of establishment of the Service, or change given in the Specification is the expected date of the Service establishment. The time of realization will comply with the Subscriber's wish as much as possible according to the Provider's possibilities.

10.4 The term of providing the Service starts on the date of handover of the Service. The date of handover of the Service is considered to be the date of signing the Handover Certificate by the Subscriber or the first day, from which the Service was undoubtedly used by the Subscriber, or the day when the Provider notified the Subscriber in writing that the Service was launched, depending on what happened earlier. Notification of launching the Service is carried out by a letter or in the electronic form or by fax or in combination of both while the notice is effective as of the time of its sending by the Provider to the Subscriber. For these purposes, the Subscriber is fully responsible for functional and available contact addresses or numbers, to which the notice is sent by the Provider.

10.5 If the Subscriber does not provide necessary access for establishment of the Service to the Provider in the agreed time, the Provider is entitled to invoice the time spent waiting and during transport to the Subscriber.

10.6 If the required type of Connection Line cannot be realized, the Provider and the Subscriber shall agree on an alternative technical solution (technology with the price according to the Provider's offer) or suitable modification of the solution (reduction of the Access Circuit capacity, change of the Subscriber's Terminal Point etc.). The Provider is not delayed till lapse of the new term of realization of the alternative solution, agreed by the contracting parties.

10.7 The time of delay in handover of the service for reasons of the Subscriber's side (failure to provide assistance, failure to meet the specified condition or performance of third parties ensured by the Subscriber) is not included in the time of establishment of the Service.

10.8 If the Subscriber requests postponement of establishment of the Service to a later date after signing the Specification and before establishment of the Service or if it fails to provide necessary assistance to the Provider for establishment of the Service, it is obliged to compensate the price of works and tasks to the Provider, including tasks ordered from subcontractors related to postponement of the Service establishment date.

#### **11. Malfunctions and service interventions, guarantee conditions for Terminal Equipment of the Subscriber**

11.1 The Provider is responsible for operation, control and maintenance of its Telecommunication Equipment intended for provision of the Service.

11.2 The Provider undertakes to ensure continuous supervision of the quality of the provided Service under the conditions given in the Specification.

11.3 The Provider grants to the Consumer a guarantee of 24 months from the date of sale for the Terminal Equipment of the Subscriber supplied by the Provider not requiring professional installation (independent modems and telephones). In the case of customers which/who are not Consumers, the Provider grants a guarantee of 6 months. The guarantee does not apply to Malfunctions caused by usual wear and tear, unsuitable use, Force Majeure, interventions of third parties, acts in conflict with the Terms and Conditions and the Agreement etc.).

11.4 The Subscriber can agree with the Provider on the conditions of servicing the Terminal Equipment requiring installation at the Subscriber.

11.5 The Provider undertakes to remove a Malfunction in providing the Service without undue delay and at its own expenses within the Provider's Network, to which the Provider's guarantee applies.

11.6 If it is found out during removal of the Malfunction that the Malfunction is not on the Provider's side, but it is fully or partly caused or due to the Subscriber, or if it is found to be at its Telecommunication Equipment, the Provider is entitled to receive compensation of the expended costs from the Subscriber.

11.7 Interruption of powering any equipment of the Provider located in the Subscriber's building is not considered to be breach within the intention of the present Terms and Conditions.

11.8 If the Subscriber fails to ensure access for the purposes of service intervention to all necessary premises and rooms of the Subscriber's building where the Terminal Equipment is located, the time that the service engineer (team) of the Provider loses waiting for access to the premises is not included in the time of duration of the Malfunction.

11.9 If the Provider incurs costs for reasons specified in Art. 11.8 (e.g. by the necessity to repeat trips to the repair), the Provider is entitled to claim compensation of the costs from the Subscriber.

11.10 The time of removal of the Malfunction is dependent on the type of Service and it is specified in the Agreement.

11.11 The Provider offers the Subscriber services and customer support to the full extent of the telecommunication services. The extent and way of use of such services and support can be agreed at the Provider's operation center or on the line of the Centre for Customer Care, tel. 552 305 305.

## **12. Conditions for the non-provision or limitation of the Service taking into account the EU Regulation**

(In the case that other conditions for the non-provision or limitation of the Service are specified in the Agreement, this specification shall prevail over these Terms and Conditions in order that the EU Regulation is not violated)

12.1 The Provider is entitled to the absolutely necessary extent for an absolutely necessary time to suspend or limit the provision of the Service without such a conduct being seen as any violation of the Agreement, namely for the purposes of prior provision of the Service to public authorities, individual and legal entities specified in a special legal act, or due to Force Majeure. Similarly, the Provider is entitled to the absolutely necessary extent for an absolutely necessary time to suspend or limit the Service under the previous sentence due to a decision issued by a relevant authority of the Czech Republic, in severe organizational, technical or operational reasons, and also for the purposes of performing works necessary for the operation, maintenance and repair of the Provider's Network or works necessary for efforts to avoid mistakes in the Provider's Network. The Subscriber shall be informed about these facts and events in accordance with Art. 3.1 letter d) hereof.

12.2 The Provider is entitled temporarily suspend or limit the provision of the Service under the provisions of the Act and the Terms and Conditions without such a conduct being seen as a violation of the Agreement, namely if the Subscriber:

12.2.1 misuses the Service or allows its misuse up to the moment of removing the misuse or the performance of technical measures which prevent such misuse. The misuse of a Service is, for example:

- a) performance of any illegal or other inappropriate activity which is in conflict with valid legislation of the Czech Republic through the provided Service;
- b) spreading and enabling to spread illegal or inappropriate communication;
- c) spreading and enabling to spread harmful codes;
- d) spreading and enabling to spread unrequested and harassing messages;
- e) violation and enabling to violate of copyright or proprietary rights;
- f) violation of the security of networks, informational systems and/or services;
- g) unauthorized access or an attempted unauthorized access to data in the networks and informational systems;
- h) transferring networks and informational systems;
- i) it has been proven after the conclusion of the Agreement that the Subscriber is a debtor towards the Provider and/or another Enterprise.

12.2.2 fails to pay the Remuneration for the provision of the Service or its part up to the moment of the complete payment of the Remuneration for the provision of the Service, returned equipment and/or up to the termination of the Agreement.

12.2.3 violated a provision of the Agreement or the Terms and Conditions.

12.3 The Provider is also entitled to the absolutely necessary extent for an absolutely necessary time to perform measures which will result in blocking, slowing down, changing, limiting, interfering with, deteriorating or discriminating against a specific content, application or service or their specific categories, namely for the purposes of:

12.3.1 following valid legislation, including the decisions of courts or public authorities,

12.3.2 maintaining integrity and safety of networks and services, or

12.3.3 preventing any threatening overload of the network or the informational system of the Provider.

12.4 If the Provider suspends or limits or interrupts within the meaning of Art. 12.1, 12.2 and 12.3 hereof the provision of the Service to the Subscriber, this conduct of the Provider shall not constitute the Provider's obligation to pay any financial or

other compensation to the Subscriber.

12.5 If the Service under the Agreement is provided repeatedly after the removal of the reason specified in Art. 12.2 hereof, the Provider is entitled to request from the Subscriber the payment of the costs related to such a removal in accordance with Agreement valid at the moment when the repeated activation of the Service for the Subscriber occurs without any change to the Agreement concluded between both contractual parties.

12.6 In the case of the service of transferring the data, the Provider is entitled to prevent any further data spreading which the Subscriber uses in conflict with the Provider's instructions, the Act or other generally valid legislation of the Czech Republic or in conflict with good manners. If the Provider is entitled to prevent the Subscriber to access internet websites at certain servers of the Internet Network with illegal content or with content in conflict with good manners. In accordance with Sections 52 to 54 of Act No. 186/2016 Coll., on hazardous games, as amended, the Provider is obliged to prevent the Subscriber from accessing the internet websites which are included on the list of internet websites with prohibited internet games.

12.7 As the misuse of the services is also see the use of the Services by any other manner than specified in the Terms and Conditions, the price list, the written manuals and instructions of the Provider or in a manner which is not in accordance with the Terms and Conditions, the price list, the written manuals and the instructions of the Provider.

12.8 The Provider is obliged to provide the service in accordance with the EU Regulation with the goal of enabling the Subscriber to access the open Internet.

12.9 If the Provider in accordance with the EU Regulation applies measures to the management of the operation which may affect the quality of the services for accessing the Internet, the Provider shall inform the Subscriber of such an event. The Provider shall not apply measures to the management of the operation which may negatively affect the privacy of end users and the protection of their personal data.

12.10 The data on the speed of the connection service to the Internet have the following meaning:

12.10.1 The proclaimed speed is a speed which the Provider uses in their commercial communication, including the advertisement and marketing in relation to the promotion of offers of services for accessing the Internet, including the specification of the service parameters in the price list and the Agreement (hereinafter the "**Proclaimed Speed**"). If it is not clearly specified which speed it is, then it is the Proclaimed Speed.

12.10.2 The maximal speed is a speed which the Subscriber may expect to have available when accessing the service at least once a day, namely between 00:00 and 24:00 (hereinafter the "**Maximal Speed**"). Unless specified otherwise, the Proclaimed Speed equals the Maximal Speed.

12.10.3 The commonly available speed is a speed which is available to the Subscriber

- a) when connecting with guaranteed parameters at the level of minimally 90% of the Maximal Speed for minimally 90% of each continuous 4-hour interval;
- b) during other connections – at the level of minimally 60% of the Maximal Speed for minimally 60% of each continuous 24-hour interval.

12.10.4 The minimal speed is a speed which occurs:

- a) when connecting with guaranteed parameters at minimally 80% of the Maximal Speed;
- b) during other connections – at 20% of the Maximal Speed (hereinafter the "**Minimal Speed**").

12.11 When providing the service, deviations from the Proclaimed Speed may occur. If the service reaches the Maximal Speed, the commonly available speed and the Minimal Speed, this does not constitute any defects to the Service. The Subscriber shall have the opportunity to take into account the deviations from the Proclaimed Speed when selecting the Service and select such a Service for which the permitted deviation from the Proclaimed Speed will not represent an obstacle for the use and provision of applications and services through the Service.

12.12 The Provider hereby informs the Subscriber that in the case that the speed of the Service is decreased:

- a) for the transfer of a file and the for the loading of the website, a longer time period will be required;
- b) for streaming video services, the quality of the video may be decreased, the transfer may be discontinued or otherwise become difficult;
- c) the functionality of the special applications and services, which require a certain speed of connection, may be limited.

12.13 The speed of the communication towards the terminal points on the Internet depends on the speed of connection of the terminal points to the Internet, their current load, the loss rate of packets and the network latency. Therefore, the Provider is not responsible for not reach the given speed when it comes to terminal points on the Internet. The Provider is responsible for

the maintaining the speed at the point of the Interface.

12.14 If the Service includes a limited volume of data, then their transfer may lead based on the character of the Service to the decrease in the speed of the Service and/or to the limitation of the access to the Internet via the service. The speed of the Service and/or the access to the Internet via the Services shall be restored automatically by the expiration of a specified period or after paying the relevant fee if this option is supported by the given Service.

12.15 If the Subscriber uses simultaneously with the Service of the Internet connection also another Service of connection which is provided by the Provider and which is optimized for a specific content, applications or services, then this other Service shall not in practice affect the connection to the Internet supplied to the Subscriber and to affect its quality and parameters, unless agreed otherwise.

12.16 In the case of significant, continuous or regularly repeating differences between the actual productivity (speed and other parameters) of the Service and the productivity claimed by the Provider, and if its an Agreement concluded or reinstated after 29 November 2015 and if these events are being claimed on the basis of a monitoring mechanism certified by a national regulatory body, then the Subscriber is entitled to use reparatory means – to file objections and to submit a Complaint. The objections are delivered to the Provider, usually by electronic mail; the Provider sends a response to the Subscriber usually by electronic mail. The Complaint is submitted and drafted in a manner in accordance with the Complaint Rules under Art. 15 hereof.

### **13. Impact of the measures on the management of the network operation**

13.1 The measures taken by the Provider may influence the quality of the Provider's Services only to the extent and in the manner specified in the Terms and Conditions. The Provider applies a measure to the extent and manner which does not influence the quality of parameters of the Provider's Services or the use of the content, applications or other services, except for cases specified in the Terms and Conditions. The Provider may apply a measure also to the extent and in the manner on the basis of which the individual Services may experience a temporary decrease in the contractually agreed upon qualitative parameters of such Services, and only to the absolutely necessary extent and for an absolutely necessary time period and for the purposes of reaching a goal of the applied measure. Such decrease of the agreed upon qualitative parameters of the Service can be seen as a Malfunction only if it occurred for the reasons exclusively on the part of the Provider, and the Subscriber is entitled for such a case to proceed in the extent and under the conditions in Art. 15 hereof. This shall not affect the Provider's right to limit the provision of the Service under Art. 12 hereof. The implementation and application of the measure by the Provider is not a threat to or violation of the privacy right of the Subscribers or their right to protection of personal data.

13.2 The Subscriber is aware of and agrees to the fact that the measures adopted by the Provider may lead to processing of personal data of the Subscriber, if such a processing is necessary and reasonable for reaching the purpose of the Measure.

13.3 The specification of the qualitative parameters of the Service forms a part of the Agreement between the Provider and the Subscriber, while the minimally guaranteed qualitative parameters of individual Services by the Provider are expected. The term of decreasing the agreed upon qualitative parameters of the Service mean:

- especially the decrease in the transfer speed of the connection under the level of the Minimal Speed specified by the Provider in the Agreement;
- the increase of the slowdown above the maximal level of the slowdown defined and guaranteed by the Provider in the Agreement;
- the fluctuation of the decrease in the extent above the maximal level of fluctuation defined and guaranteed by the Provider in the Agreement;
- the loss packets above the maximal level of the loss rate of the packets defined and guaranteed by the Provider in the Agreement; and
- the decrease in the volume of data above the level of the volume defined and guaranteed by the Provider in the Agreement.

The decrease in the qualitative parameters of the Services may lead to the decrease in the opportunities and the abilities of the Subscriber via the Service of the Provider to use the content of the applications and Services within the Internet Network to the extent which occurs in the form of the qualitative parameters of the Service decreasing.

13.4 The Provider has the option to freely offer also other services than just Services specified in the Terms and Conditions

which are optimized for a specific content, application and/or services, or the combination thereof, if the optimization is necessary for complying with requirements related to the content, applications or services for a specific level of quality. If the use of the given services of the Provider under Art. 13.4 hereof occurs which are different from the Provider's Services by the Subscriber, the qualitative parameters of these individual services shall not be decrease by the Provider's Services, as for the point up to which all the parameters of the services are defined to the delivering interface which is not influenced by these services. If the Subscriber noticed a decrease in the qualitative parameters of the Services as for the delivery interface, the given fact may be caused expressly as a result of the under-dimensioning of the qualitative parameters of the Services on the part of the Subscriber which is subject of the Agreement. In such a case, the Subscriber is not entitled to consider such a state as a Malfunction. The given fact may be removed in cooperation with the Provider expressly by increasing the qualitative parameters of the Service on the basis of concluding a new contractual relationship between the Provider and the Subscriber.

13.5 If the Provider applies to the network and the Service any procedures aiming for the measuring and the management of the operation with an aim to prevent the occurrence or exceeding the capacity of the network connection, the Provider is obliged to publish such information via its website headquarters with the goal of providing transparent information of applicants and the Subscriber about the details regarding the service and about how may these procedures affect the quality of Services.

#### **14. Protection of the Subscriber's personal data in accordance with the GDPR, the PDP and the Act**

14.1 The Provider, as the controller and processor of personal data, undertakes to process personal data of the Subscribers (physical persons) in accordance with the PDP, the GDPR and the Act, for the purposes of the conclusion and the proper performance of the Agreement.

14.2 The Provider, as the controller and processor of personal data, maintains a database of personal, locational and operational data etc. (hereinafter the "**Data**") of the Subscribers. The Data are acquired by the Provider through a direct or indirect contact with the Subscribers, as part of the provisions of services in accordance with the concluded Agreement or from third parties. The more detailed information related to the processing of personal data and other relevant facts are available at [www.ha-vel.cz](http://www.ha-vel.cz).

14.3 The provider processes the Data on the basis of the legislation and the Agreement for the purposes of providing the Services in accordance with the Agreement, and in such a case, the Subscriber is not entitled to refuse the processing of such Data (the mandatory processing under Art. 14.6 of the Terms and Conditions).

14.4 The Provider collects and processes the Data by itself manually.

14.5 **The personal and identification data** mean particularly: first name, surname, address, date of birth, birth number /or the national identifier, age, gender, number of presented ID documentation, business name/title, registered office/place of performing business activities, headquarters of a branch office, first name, surname and residence of people entitled to act on behalf of a legal entity, identification number, tax identification number, phone number, passport, SIM card number, type and volume of used services, data on the Terminal Equipment of the Subscriber, contact phone number, email connection, bank connection, data acquired from the Subscriber through marketing surveys, and other data about the Subscriber which were obtained.

**The operational data** mean any data processed for the purposes of transferring messages via the Provider's Network or for the bookkeeping purposes, i.e. especially the phone number of the person to which the phone call was addressed, the phone number of the person which made the phone call, the beginning and the end of the connection, the date and frequency of the connected phone call, the type of device, the configuration data, the address of the data connection, the IP address, the type and manner and volume of used services and the price for the service and the behavior type of the Subscriber, etc.

**The locational data** mean any data processed in the Network by the Provider and determining the geographical location of the terminal device of the Subscriber, i.e. for example the data on the Provider's Network to which the Subscriber is connected.

14.6 **The Data processed mandatorily** on the basis of legislation, especially for the purposes of providing the services of electronic communication, related services, payment transactions, securing the connection and access to the network, billing and performing acts related thereto, the accounting and tax purposes, the identification of the network or the services being misused, the enforcement of receivables, the sale of products and services of third parties via the Provider's Network or their bulling, for the purposes of contacting the numbers of emergency lines.

14.7 The Subscriber acknowledges that the Provider is entitled to process the Data **for the following purposes:** for the reasons of legitimate interest in accordance with Art. 6 par. 1 letter f) of the GDPR, i.e. for the business and marketing purposes, including the performance of a market survey, the marketing activities incl. telemarketing activities and offering of business and services, provision of information (especially in the form of newsletter titled for such purposes as NL) about the services of the Provider and the products and the services and products of third parties who are in a contractual relationship, by using the address, phone number or electronic address, for the purposes of providing services with some added value, for free-of-charge establishment of an informational service to the Subscriber, through which the Subscriber will be informed about the offered services and products of third parties, verification and evaluation of solvency or payment ethics of the Subscriber via the registry of debtors, both at the emergence of the contractual relationship as well as in the course of its duration.

14.8 The Provider hereby informs the Subscriber that if the Subscriber violates his/her/its obligation to properly and timely pay the fees for the provided services (especially the existence of an amount owed for more than 30 days after the due date or the repeated delay with the payment) or another obligation the result of which may influence the payment ethics, the solvency or the trustworthiness of the Subscriber, the Provider is entitled to hand the Subscriber's data necessary for the enforcement of a receivable to the Provider's legal representative.

14.9 The Provider declares that a phone call of the Subscriber with an employee of the Provider or its contractual partner may be monitored and recorded by the Provider. This monitoring is performed expressly for the purposes of an internal review of the provided services, increasing of their quality and protecting of legitimate interests of the Provider. The Provider also declares that any recording of such a phone call shall only be archived by the Provider for an absolutely necessary period.

14.10 The Subscriber acknowledges that his/her/its Data may be in accordance with the PDP and the GDPR processed by third parties for the purposes of securing the technical and administrative support for the provision of services, and also the subjects in the contractual relationship with the provider, especially in order to secure the performance of rights and obligations arising from the Agreement (e.g. roaming, services of third parties, enforcement, etc.) and further for securing the marketing or business events in which the Subscriber participated. The Provider hands the Data of the Subscribers to the processors only for the conclusion of the agreement on the processing of personal data, for the above-specified purposes, to the absolutely necessary extent and only if the processor proves to have sufficient technical safety which prevents unauthorized access, loss or another unauthorized handling of Data, unless valid legislation provides otherwise.

14.11 When it comes the processing of Data which is performed on the basis of the Subscriber's consent, the Subscriber is entitled to refuse the processing of the Data for the individual purposes specified above, i.e. the Subscriber is entitled either not to grant a consent at the conclusion of the Agreement, i.e. to inform the Provider that the **consent is not granted** (in the case of concluding a contractual relationship in a different than a written form) or to **withdraw the consent at any time**, and to even do so free of any charge through a customer phone line or by another manner specified by the Provider. The processing of such Data for the individual purposes shall be suspended by the Provider within a reasonable period which corresponds to its technical and administrative abilities.

14.12 The Provider is entitled to process the Data for the entire period of the duration of the Agreement, unless the individual terms and conditions for the services or the legislation provide otherwise.

14.13 The Subscriber acknowledges that the withdrawal of the consent to the processing of some Data may affect the extent of the provided services. The Subscriber acknowledges that the consent to the processing of Data may then be granted again, e.g. by a participation in a marketing competition or an event, by the registration, activation or use of specific services.

14.14 The Provider processes the Data for the duration of the Agreement, unless these Terms and Conditions or relevant legislation provide otherwise. The operational and locational data are processed for the period specified by relevant valid legislation, and for the marketing purposes for the period of 6 months, unless agreed upon otherwise. After the termination of the Agreement and the settlement of all the mutual rights and obligations, the Provider shall destroy the Subscriber's Data from its database, unless agreed upon otherwise.

14.15 The Subscriber is entitled to information regarding the processing of his/her personal data. If the Subscriber is of an opinion that his/her data are being processed in conflict with the protection of the private or personal life or in conflict with legislation, then the Subscriber may ask the Provider to provide a statement or to rectify the defective condition (especially to block, rectify, amend or destroy the given Data). Further, the Subscriber is entitled to contact the Office for the Protection of Personal Data.

14.16 If the Subscriber is of the opinion that in relation to a Provider's marketing legitimate interest, as a controller of the

personal data, the Subscriber's interest shall in fact prevail, as a data subject, then the Subscriber is entitled to:

- submit objections against the marketing activities,
- restriction of his/her personal data being used in relation to the marketing activities and if the objections are recognized as valid, to have the personal data in relation to marketing deleted without undue delay.

## **15. Procedure in application and execution of Complaints**

15.1 The Subscriber is entitled to file a Complaint of a defective supply of the Service or a defective Terminal Equipment.

15.2 A Complaint can be filed by the Subscriber, or a person authorized to it by the Subscriber (authorized representative).

15.3 Complaints can be filed in writing (by a registered letter) and without undue delay after the Malfunction in the provided Service is found out, and it shall do so at the contact address given on the counterpart of the Provider's Service price billing.

15.4 If the Malfunction in the Service means incorrectly billed price of the provided Service, the Subscriber is entitled to complaint about billing of the price for the Service without undue delay, but not later than in 2 months from delivery of the billing, otherwise the title expires. Filing the Complaint regarding the amount of the charged prices for the Service does not have suspensory effect and the Subscriber is obliged to pay the charged price in full amount before the due date.

15.5 Complaints regarding Malfunctions must be filed at the contact address specified on the counterpart of the Provider's Service price billing without undue delay, but not later than within two months from the time when the Malfunction was found out, otherwise the title to file a Complaint expires.

15.6 If the Subscriber requires compensation from the Provider for the time, during which it was possible to use the Service only partially, or if it could not be used at all due to a Malfunction on the Provider's side, the Provider shall provide compensation if the Malfunction was found out by the Provider too or if it is apparent to the Provider, or only if the Subscriber reports the Malfunction in agreement with Art. 3.2, letter e) hereof.

15.7 The Provider shall execute the Complaint within 30 days from delivery of the Complaint to the Provider. Cases of Complaints in international Services are executed within 60 calendar days from delivery of the Complaint to the Provider.

15.8 Acknowledged amounts will be returned by the Provider to the Subscriber in form of a letter of credit in the next billing after redress of the Complaint within 30 calendar days from the date of redress of the Subscriber's Complaint unless it was agreed with the Subscriber otherwise.

15.9 Title to return of the acknowledged amount based on redress of the Complaint that could not be returned due to obstacles on the side of the complaining party, lapses in the time limits specified by the respective generally binding law.

15.10 If the complaining Subscriber does not agree to execution of the Complaint regarding the Service, it is entitled to make an objection against the execution without undue delay at the locally competent department for the area of the Czech Telecommunications Office.

## **16. Common, temporary and final provisions**

16.1 The contracting relationship between the Subscriber and the Provider is governed by Act No. 127/2005 Coll., Electronic Communications Act, as amended, and Act No. 89/2012 Coll., Civil Code, as amended.

16.2 If the Contracting Documents are executed in a foreign language, the Czech version always prevails.

16.3 If terms are used in the Terms and Conditions and in the Agreement in singular or plural, they also apply vice versa unless the context unambiguously provide for otherwise. Both parties shall construe the Agreement in good faith. If one or more provisions of the Terms and Conditions are deemed to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not apply to the other provisions of the Terms and Conditions that will be construed as if the illegal, invalid or unenforceable provisions did not exist.

16.4 Unless provided for in the Terms and Conditions or in the Agreement otherwise, it is expected that Changes of the Terms and Conditions were notified to the Subscriber upon passage of the 30-day time period from the date of sending information about the changes to the Subscriber in the way chosen by the Subscriber for delivery of statements, in accordance with the provision of Section 63 par. 6 of the Act.

16.5 Termination of validity and effectiveness of the Agreement does not apply to validity and effectiveness of the Terms and Conditions that last till complete execution of all claims arising from the contracting relationship.

16.6 If any of the provisions hereof is found to be illegal, invalid or unenforceable, this will not affect the other provisions hereof.

16.7 The present Terms and Conditions become valid and effective as of 7 May 2018 and replace all the Terms and Conditions valid and effective previously.

16.8 All disputes arising from the Agreement and in its connection will be finally decided in agreement with Act No. 216/1994 Coll., Arbitration Proceedings and Arbitration Awards Application Act, as amended, by the arbiter JUDr. Bohuslav Heczko, attorney-at-law, entered in the Czech Bar Association under file number 02612 or by another arbiter appointed by the Provider unless the contracting parties agreed otherwise in writing.

16.9 The contracting relations between the Provider and Subscriber concluded before 1.1.2014 are henceforth governed by the provisions of Act No. 40/1964 Coll., as amended.

16.10 If the Subscriber is a Consumer, then the Consumer is entitled to submit a motion for out-of-court resolution of his/her potential consumer dispute with ha-vel internet s.r.o. to a determined subject of out-of-court settlement of consumer disputes which is the Czech Telecommunication Authority, located at Sokolovská 219, Prague; email: [podatelna@ctu.cz](mailto:podatelna@ctu.cz); web: [www.ctu.cz](http://www.ctu.cz), in this case.

## **Special part of the Terms and Conditions related only to the Services specified below**

### **1. Voice services**

- a) The Agreement is concluded for indefinite time unless otherwise provided in the Agreement.
- b) The validity of the Agreement starts on the day of the first use of the Service or on the day of signing the handover certificate to the Service.
- c) The notice period of the Agreement for indefinite time equals 30 days. The notice period starts on the day following the day when the written termination notice was delivered to the other contracting party.
- d) The Agreement can be terminated or suspended by the Provider immediately if excessive financial loss is caused to the Provider as a result of its performance.
- e) The Provider may suspend provision of the Services if the Subscriber is delayed with payment of an Invoice for the provided Services for more than 30 days.
- f) The Provider may terminate the Agreement immediately if the Subscriber materially breached its obligations pursuant to the respective article of the General Part of the Terms and Conditions.
- g) The Provider has the right to terminate validity of the Agreement by delivery of a written termination notice to the Subscriber's address.
- h) The Subscriber is entitled to terminate validity of the Agreement by serving a written termination notice to the Provider's address.
- i) The validity of the Agreement is terminated on the day when the notice period under Art. 1 letter c) of this part of the Terms and Conditions expires.
- j) The Subscriber is obliged to pay Invoices duly and in time.
- k) The Provider shall provide a valid Price List of Services upon its request in writing, by fax or by e-mail.
- l) All changes of the prices of the Services have to be notified by the Provider to the Subscriber one month before these changes come into effect in accordance with Section 63 par. 6 of the Act. If the Subscriber does not agree with the change, it is entitled to serve a written termination notice to the Provider before the Price List comes into effect; otherwise it accepts the changes without reservation.
- m) The Price List must include individual types of phone calls and their prices.
- n) An Invoice will be issued regularly every month based on the Agreement and the provided Services.
- o) The Provider is not responsible for Malfunctions in telecommunication networks of other operators and that is why it does not guarantee even absolute availability of telecommunication networks of other operators.
- p) The Provider is not responsible for complete availability of networks or their parts within the Internet due to its character.
- q) Minimum monthly payment (MMP). The Subscriber undertakes the obligation of the Minimum monthly payment for e.g. 12, 18 or 24 months according to the respective signed Service Specification. MMP cannot be terminated prematurely; its amount or duration cannot be changed. MMP does not include single payments (e.g. the price of activation), discounts, contractual penalties etc. If MMP is not complied with, the Provider is entitled to charge a

contractual penalty to the Subscriber in the Billing of services following the Billing of services, in which MMP was not complied with, while the contractual penalty will amount to the difference between MMP and the actual performance. In assignment of the Agreement to a new Subscriber, the MMP obligation is transferred automatically to the new Subscriber. The original Subscriber is obliged to inform the new Subscriber about MMP, its amount and the remaining time of duration. The new Subscriber cannot claim possible lack of information about MMP towards the Provider.

- r) If the telephone number is transferred in accordance with Section 34 par. 1 of Act No. 127/2005 Coll., as amended, then the agreement shall be terminated no later than on the commencement of the first business day following the passing the time period of two business days, which shall commence as soon as the service provider taking over notifies the previous service provider in accordance with Section 34 par. 8. This time period shall not apply if the period remaining to the termination of the agreement is shorter than that or if the telephone number was not transferred.
- s) The verification code of the Subscriber (OKU) is available as part of the contractual documentation for the service, if it is possible based on security reasons and the character of the service. If there is such a need, the OKU shall be provided by the employees of the Center for the Customer Care of the Provider after the identity of the Subscriber had been verified.

#### 1.1 Conditions for providing prepaid service as ha-loo pevná and ha-loo mobil

##### **The ha-loo pevná prepaid service**

- a) The Provider provides the Subscriber “ha-loo pevná” prepaid service.
- b) The Subscription Agreement for the ha-loo pevná service is concluded by payment of the price of its activation. The telephone number remains ownership of the Provider during the whole time of the contractual relationship. At the registration of the ha-loo pevná service the Subscriber may select from several numbers, even from “gold” ones (repeated numerals etc.). The possibilities and prices for such numbers are described at [www.ha-loo.cz](http://www.ha-loo.cz). None of the numbers selected for the ha-loo pevná service enters automatically into any telephone books, catalogues, databases etc.
- c) Change of the person using ha-loo pevná service does not require the Provider's consent unless otherwise agreed in writing between the Subscriber and the Provider. The Subscriber is entitled to let the ha-loo pevná service for use by a third party; however, in this case the Subscriber is henceforth responsible for obligations and damages caused by the third party in connection with using the ha-loo pevná service. Further, the Subscriber undertakes to make the third party familiar with these General Terms and Conditions, the Price List of Services and access data related to the ha-loo pevná service. The third party becomes the Subscriber at the time of takeover of the ha-loo pevná service.
- d) The Subscription Agreement for the ha-loo pevná service is terminated:
  - by passage of the time for making the first outcoming phone call. The time limit for making the first outcoming phone call is set to be 12 months from activation of the service.
  - by passage of the time for top-up credit of the ha-loo pevná service. The time limit for topping up the credit is specified at [www.ha-loo.cz](http://www.ha-loo.cz), or it is set in the Price List of services or in other information materials of the Provider. The time limit for topping up credit can be set by the Provider in dependence on meeting the other conditions specified in the Price List of services or in other information materials of the Provider;
  - by transferring the telephone number in accordance with Section 34 par. 1 of Act No. 127/2005 Coll., as amended.
- e) The Subscriber of the ha-loo pevná service is entitled to terminate the Subscription Agreement during 20 calendar days from the publishing a change of the General Terms and Conditions, unless the change is caused by amendment of valid legislation with the notice period of 30 calendar days.
- f) The Subscriber is not entitled to reimbursement of unused prepaid amount of the price of the Services (credit) or to its transfer to another telephone number, except for transferring the telephone number to another operator in accordance with Section 34 par. 1 of Act No. 127/2005 Coll., as amended; in such a case, the unused part of the prepaid amount shall be returned to the Subscriber if he/she is a Consumer or an individual entrepreneur.
- g) The price of the ha-loo pevná service is paid by topping up the credit. A tax document will be issued in the electronic form based on the data specified by the Subscriber at registration of the ha-loo pevná service only when the Subscriber states all the data required by the Provider for issuing a tax document according to the particular

method of topping up the credit.

- h) The Subscriber using the ha-loo pevná Service is entitled to complain about the provided Service within two months from the day of their provision; otherwise the right expires.
- i) In the event that in connection with using the ha-loo pevná service, e.g. by the Subscriber or a third person the Subscriber has enabled to use the ha-loo pevná service, a damage arises (e.g. by overdraft of pre-paid services), the Subscriber is obliged to pay such a damage at the Provider's request.

#### **The ha-loo mobil prepaid service**

- a) The Provider provides the Subscriber "ha-loo mobil" prepaid service. More detailed conditions for the use of the ha-loo mobil service are described in the General Terms and Conditions, Return Policy and Services Price List at [www.ha-loo.cz](http://www.ha-loo.cz). The article of the General Terms and Conditions which cannot be applied with regards to the nature of the ha-loo mobil Service fail to refer to provision of the ha-loo mobil service.
- b) The Subscription Agreement for the ha-loo mobil service is concluded by payment of the price of its activation or by breaking the SIM card out of the plastic carrier or by the SIM card activation depending on which fact occurs sooner. The tax document shall be issued by the Provider in an electronic form on the basis of the data stated by the Subscriber at registration of ha-loo mobil only in the case that the Subscriber states all the data required by the Provider for issuing the tax document according to the particular way of credit top-up.
- c) At the registration of the ha-loo mobil service, the Subscriber may select from several numbers, even from "gold" ones (repeated numerals etc.). The possibilities and prices for such numbers are described at [www.ha-loo.cz](http://www.ha-loo.cz). None of the numbers selected for the ha-loo mobil service enters automatically into any telephone books, catalogues, databases etc.
- d) The Subscriber acknowledges that the Monthly Fee for SIM card administration, amounting to the Price List at [www.ha-loo.cz](http://www.ha-loo.cz) is automatically deducted from the ha-loo mobil credit. The Monthly Fee for SIM card administration is charged at the beginning of the following term (usually of the calendar month) by automatic deduction from the ha-loo mobil credit. If the credit is lower than the amount of the Monthly Fee for SIM card administration set by the Services Price List, the credit remains without the deduction, however, the ha-loo mobil service is blocked by the Provider and it becomes inactive and it is impossible to use the service. In the case of the following credit top-up at the amount of the minimum amount set by the price list, the Monthly Fee for SIM card administration is automatically deducted after the top-up and functionality of the card as well as ha-loo mobil is renewed again. In the case of activation or reactivation within a month the Monthly Fee for SIM card administration is deducted proportionally. If the period for which the ha-loo mobil is inactive is longer than 6 months, the contractual relation is terminated after such a period automatically, the telephone number is revoked by the Provider and the remaining part of the ha-loo mobil credit is transferred in favour of the Provider without any compensation.
- e) Change of a person using the ha-loo mobil service does not require the Provider's consent unless otherwise agreed in writing between the Subscriber and the Provider. The Subscriber is entitled to let the ha-loo mobil service for use by a third party; in this case the Subscriber is henceforth responsible for obligations and damages caused by the third person in connection with using the ha-loo mobil service. Further, the Subscriber undertakes to make the third party familiar with these General Terms and Conditions, the Price List of Services and access data related to the ha-loo mobil service. The Subscriber's transfer to another tariff, services etc. within ha-loo is possible only with the Provider's consent. The list of combinations and possible changes is stated at [www.ha-loo.cz](http://www.ha-loo.cz) as well as the relevant charges related to.
- f) If the ha-loo mobil service is not used (no voice or data communication through ha-loo mobil) for more than 6 months, the contractual relation is automatically terminated after such a period, the telephone number is revoked by the Provider and the remaining part of the ha-loo mobil credit is transferred in favour of the Provider without any compensation. In the case of possible misuse of ha-loo mobil or of any other danger of the Subscriber, Provider or another third person, the Provider is entitled to interrupt provision of ha-loo mobil without any compensation until the risk is removed. The Provider notifies the Subscriber of such an action. The Provider is entitled to limit provision of ha-loo mobil or not to provide the ha-loo mobil service unless the conditions for its use are met. The Provider informs the Subscriber of such limitation of the services. In case of need the Subscriber can block calling

from his/her ha-loo mobil service at [www.ha-loo.cz](http://www.ha-loo.cz) or by SMS. Once bought or otherwise obtained (transferred, won in a competition etc.) credit cannot be paid out or otherwise exchanged for financial means by the Provider.

- g) A coupon for the Subscriber's ha-loo mobil credit topping-up can be used until the date stated in the coupon at the latest. The coupon cannot be returned. The Provider does not return any money to the Subscriber for failure to use the coupon or failure to use up the credit for ha-loo mobil in the term stated or in the case that the Agreement is terminated. The Provider is not responsible for failure to use the ha-loo mobil credit, for the fact that the Subscriber states wrong data while paying for ha-loo mobil or for a loss, stealing or misuse of the coupon. The Subscriber is not entitled to returning non-used part of the ha-loo mobil credit. The credit can be transferred from one Subscriber's number to another one only within the ha-loo mobil Service and only if such a possibility is defined in the Price List. A relevant charge for such a service is defined in the Price List.
- h) The Provider is not responsible for wrong credit topping-up to a wrong telephone number.
- i) In the case of the SIM card loss or stealing, the Provider replaces the SIM card to the Subscriber if the Subscriber proves that he/she has been its authorized user. For the purpose the Subscriber submits the original document proving the purchase of SIM card, identity card etc. In case of any doubts whether the holder of the mentioned document is the authorized user of the SIM card or if it is certain that the holder is not the authorized user in consideration of the circumstances, the Provider does not replace the SIM card. The charge for the service follows the Services Price List at [www.ha-loo.cz](http://www.ha-loo.cz).
- j) At termination of the Subscription Agreement on provision of ha-loo mobil service, the Subscriber is obliged to return the SIM card to the Provider without undue delay, except for the case when the Agreement terminates by transferring the telephone number to another network in accordance with Section 34 par. 1 of Act No. 127/2005 Coll., as amended.
- k) The Subscriber acknowledges that accessibility of ha-loo mobil is dependent on the extent of coverage by operators through whose the Provider provides ha-loo mobil. In the case of insufficient coverage by operators the accessibility of ha-loo mobil can be temporarily and geographically restricted. Such restricted coverage of ha-loo mobil fails to constitute the Subscriber's claim to any reimbursement, The Provider is entitled to provided the service through any operator and change the operators. The Provider does not guarantee quality of the data and voice transferred through VoIP (wi-fi, 3G etc.) network and mobil networks. In the case of calling with the use of VoIP (wi-fi, 3G etc) network, the provided services can be limited, particularly emergency calls or geographically limited calls (emergency and location based). The Subscriber is obliged to use a mobil network for such services. The Provider is not responsible for quality of the services through VoIP (wi-fi, 3G, etc.). In the event of using ha-loo mobil abroad (voice, data and relevant other services), it is necessary to activate the service of voice and data roaming before leaving. The mentioned services are standardly set as prohibited; they can be allowed by agreement between the Provider and Subscriber and provided in accordance with the Services Price List. A deposit on voice and data roaming is set by the Price List and is required within the activation of the service in a form of the credit blocking at the amount stated by the Price List. The deposit is again transferred to the credit after lapse of 3 months from roaming deactivation on the basis of the request. The Subscriber agrees that in the case of failure to pay any amounts due towards the Provider, the deposit can be used for such settlement. Billing roaming can be delayed and charged within 3 months after the service drawing. In the case of deactivation (on the basis of the request at [www.ha-loo.cz](http://www.ha-loo.cz)) of roaming services, the relevant deposit is returned after 3 months from roaming deactivation.
- l) If needed, at the Subscriber's request or for operational reasons, the Provider can send SMS messages to the Subscriber. For instance, they include information on the credit, change of setting ha-loo mobil or account, setting web access, troubleshooting in connection with ha-loo mobil, etc.
- m) The Subscriber is entitled to complain about the provided Service within two months from the day of its provision in accordance with the Return Policy; otherwise the right expires.
- n) If the ha-loo mobil Service is not used for more than 3 months, the contractual relation is automatically terminated after such a period, the telephone number is revoked and the remaining part of the Subscriber's ha-loo mobil credit is transferred in favour of the Provider without any compensation.
- o) Unsupported services and functionalities of ha-loo mobil:
  - WAP;

- GSM banking;
  - SIM Toolkit.
- p) The transfer of the number is possible under the conditions specified in Act No. 127/2005 Coll., as amended, and in the Services Price List. If the telephone number is transferred to another network under Section 34 par. 1 of Act No. 127/2005 Coll., as amended, the unused credit shall be returned to the Subscriber if he/she is a Consumer or an individual entrepreneur.
- q) The method of ha-loo mobil activation:
- at the registration through [www.ha-loo.cz](http://www.ha-loo.cz) by SMS, from the telephone number stated at the registration;
  - from the own account at [www.ha-loo.cz](http://www.ha-loo.cz);
  - by a call to the activation line. For successful finishing the activation it is necessary to call to any telephone number (including free lines) within 24 hours after the activation. Otherwise, the ha-loo mobil service is deactivated after 24 hours.
- r) In the case of language versions of the General Terms and Conditions, the Czech version always prevails.
- s) All disputes arising on grounds of the ha-loo mobil service shall be resolved through Czech Telecommunication Office that is authorized to supervise the telecommunication market and resolve disputes.
- t) All prices, charges and sanctions are stated in the current Services Price List. Apart from the items stated in the Price List, other charges or sanctions contained elsewhere in the General Terms and Conditions fail to apply to the clients.
- u) In the event that in connection with using the ha-loo mobil service, e.g. by the Subscriber or a third person the Subscriber has enabled to use the ha-loo mobil service, a damage arises (e.g. by overdraft of pre-paid services), the Subscriber is obliged to pay such a damage at the Provider's request.
- v) The additional terms and conditions for the roaming under the EU Regulation under the conditions specified below:
- i. In the matters not specified in the Terms and Conditions, the EU roaming shall be adequately governed by the provisions of the updated General Terms and Conditions of ha-vel internet s.r.o. and other conditions for the services used by the Subscriber and offers made by the Provider, the updated Services Price List and the provisions of relevant valid legislation of the Czech Republic.
  - ii. In relation to the EU roaming, the Provider is entitled to request from the Subscriber to present additional documents (above the framework of those which were requested at the conclusion or changes of the Participation Agreement) to substantiate the residence address on the territory of the Czech Republic (e.g. by a valid lease agreement, specification of the same correspondents address and for other services provided on the territory of the Czech Republic, document proving the payment of local fees or taxes, etc.) or the existence of permanent relations on the territory of the Czech Republic (e.g. the confirmation on the permanent employment full-time relationship with work performance on the territory of the Czech Republic, the confirmation on the proper daily study on the territory of the Czech Republic, etc.). Without the provision of these additional documents, the Provider is not obliged to activate the EU roaming for the Subscriber.
  - iii. After the activation of the EU roaming, the Subscriber has the opportunity the voice and data services within the roaming in the 1 – EU zone for the prices determined in accordance with the EU Regulation, i.e. the basic price home-country prices billed to the Subscribers for the use of the given service in accordance with the Subscriber's tariff rate who activated the EU roaming, while the home-country price applying to calling means the price for the calling to numbers not using the ha-loo mobil services and for the data services the price for kB.
  - iv. After the activation of the EU roaming, the Subscriber is entitled within the 1 – EU zone to use free units (minutes for calling to numbers not using the ha-loo mobil services, or text messages, or picture messages to numbers not using the ha-loo mobil services, the data limit) specified for his/her tariff rate (hereinafter also the **“Free Units from the Tariff”**).
- If the Free Units from the Tariff provided for the use of data services are approaching being completely used up, the Provider shall inform the Subscriber have reached 80% of the total data limit which was provided for the Subscriber as part of the tariff, and then also at the moment of using them all up. After they have been completely used up, the Subscriber cannot use the data services in

the roaming, but the Subscriber can still use the option of proceeding in accordance with the setting of his/her home-country tariff and its relevant terms and conditions; the Subscriber shall be informed about these options by the Provider at the welcoming page which will appear after the Subscriber had used up all his/her data limit (he/she is entitled to purchase another data package from the Provider for the price included in the updated Services Price List, etc.).

- The Subscriber is entitled to keep track of the volume of used data in the ha-loo mobil section at [www.ha-loo.cz](http://www.ha-loo.cz).
  - The consumption of the data used from the data limits for the given tariff of the Subscriber shall be included in the Data Roaming Limit.
- v. The EU roaming cannot be used for calling or sending SMS to audio-text numbers, for premium SMS messages or for SMS payments and other services with some added value.
- vi. The Provider is entitled to exercise the policy of proportional use (hereinafter the “FUP”) when it comes to the use of voice services, SMS and MMS messages and data services within the roaming in the 1 EU zone for the prices specified in accordance with the EU Regulation, namely for the purposes of the protection against the misuse and unusual use of these services by the Subscribers (e.g. their excessive use in a different member country of the EU other than the Czech Republic or their use for other purposes than regular trips). The objective indicators proving the misuse of the EU roaming also include the prevailing consumption of the EU roaming over the home-country consumption or the prevailing presence of the Subscriber in other member countries of the EU over his/her presence on the territory of the Czech Republic. If there is a suspicion of the misuse of the EU roaming, the Provider is entitled to simultaneously monitor both above-specified indicators (i.e. the presence and the consumption) for the period of at least 4 months, and then to notify the Subscriber of the suspicion of misusing the EU roaming and to demand that the Subscriber remedies the situation and provides the Subscriber with a period of 2 weeks to do so. If the Subscriber fails to remedy the situation even after such notification, the Provider is entitled to charge the Subscriber from the day of the notification being delivered with a surcharge (but only for the service which is being misused by the Subscriber), the amount of which is specified in the valid Services Price List up to the moment when the Subscriber remedies the situation.
- vii. If the Provider uncovers that its SIM card became subject to an organized re-sale to further people who do not have their residence on the territory of the Czech Republic or any permanent relation to the Czech Republic, with the purpose to facilitate the use of the EU roaming for other purposes than regular travelling, the Provider is entitled to adopt immediate adequate measures to ensure rectification of the situation (e.g. in the form of suspending the services provided in the roaming, etc.) and informs the Subscriber of such a conduct without undue delay.
- viii. In the case of data services of the ha-loo mobil, the Provider is entitled as part of the policy to proportionately use the services within the meaning of Article 8 of the Terms and Conditions to limit the use of these services in the EU roaming to a volume which minimally equals the volume which is calculated as a share of the remaining credit without the VAT as of the moment when the roaming commenced and the regulated maximal wholesale prices for the roaming specified in the EU Regulation.
- ix. Besides the requirements specified in Article 8 of the Terms and Conditions in case of providing data services (the so-called open data packages which are defined under the EU Regulation as such data services for which the data limit is not specified or which use a unit price which is calculated from the price of the given tariff or the package divided by the assigned data limit lower than the wholesale price specified in the EU Regulation), the Provider is entitled to specify for the use of these services in the EU roaming special data limits (hereinafter the “**EU Data Limits**”). The EU Data Limit is a double of the share of the price of the Home-Country Tariff without the VAT and the wholesale price for the regulated roaming data services which is specified in the EU Regulation. The specific amount of the EU Data Limit is specified in the valid Services Price List or the Subscriber had been informed about it in the Billing of the Services. The Subscriber is informed about using up the EU Data Limit via an informational SMS. If the EU Data Limit is lower than the data limit included in the Home-Country Tariff, then the Provider is entitled to charge towards the Subscriber a surcharge in the amount specified in the valid Services Price List and for the data consumed above the EU Data Limit up to the amount of the data limit included in the Home-Country Tariff, and the Subscriber is then not possible to use the EU roaming anymore or to use it with a lowered speed in

accordance with the setting of the Home-Country Tariff (in such a case, the Provider is entitled to charge towards the Subscriber a surcharge in the amount specified in the valid Services Price List) or he/she can purchase repeatedly an individual additional data limit, in accordance with the conditions of the Home-Country Tariff (hereinafter the “**Home-Country Billing Mechanism**”). If the EU Data Limit is higher than the limit included in the Home-Country Limit, then after the consumption of the limit included in the Home-Country Tariff, the Home-Country Billing Mechanism is activated up to the amount of the EU Data Limit and then the Provider is entitled to charge the Subscriber with a surcharge in the amount specified in the valid Services Price List, and based on the roaming data consumption.

- x. The Provider is also entitled to charge towards the Subscriber the surcharges in the amount specified in the valid Services Price List, provided that such a process is expressly approved by the Czech Telecommunication Authority, while in such a case are these surcharges charged for all the services provided in the EU roaming without any limitation.

## **2. Hosting services**

2.1 The subject of the hosting services is providing space for the Subscriber's data on the Provider's equipment or renting space for placing the Subscriber's equipment in the Provider's buildings. The purpose of the Service is to connect the Subscriber's data and equipment to the Internet.

2.2 The way of connecting the Subscriber's equipment placed in the rented premises of the Provider within the Service is subject to the Provider's consent.

2.3 The Provider is not responsible for the Subscriber's data placed at the Provider.

## **3. ha-vel complex service**

3.1 The subject of the ha-vel complex service (hereinafter only referred to as the "Service") includes mediation of the Subscriber's access to the Internet network and to the Provider's network, to the contents services and to other services in using the Provider's data network for data transfer between the terminal point of the Provider's telecommunication network and the access point of the Provider's IP data network.

3.2. A set of services is provided within the Service that is provided by the Provider to the Subscriber using the Provider's data network while it is up to the Subscriber's decision if it is going to use all or only some of the services contracted within the Service according to the Specification.

3.3 A set of services is understood in particular as:

- a) internet services
- b) voice services
- c) hosting services
- d) remote administration of computers using the Provider's data network
- e) virtual mail server
- f) DNS administration

Individual services are governed by specific parts of the Special part of the Terms and Conditions if these exist.

3.4 If the Subscriber does not use all the services provided within the Service, it is not a reason for termination of the Agreement or a reason for reduction of the amount invoiced for services contracted within the Service according to the Specification.

3.5 The set of services contains services that can be governed by conditions of third parties and are publically available. The Subscriber acknowledges that it is its obligation to become familiar with the conditions and to observe them.

3.6 The billing period is one calendar month. Invoicing of a set of services will be made separately for the Internet services and separately for Voice services. The voice services will be charged according to a Price List of ha-vel complex voice services.

3.7 The Provider is not responsible for Malfunctions in telecommunication networks of other operators and that is why it does not guarantee even absolute availability of telecommunication networks of other operators.

3.8 The Provider is not responsible for full availability of networks or their parts within the Internet due to its character.

3.9 The Provider supports remote administration of supported terminal equipment that corresponds to the European and Czech national standards and is used strictly in agreement with the respective law. The list of supported terminal equipment is

available at the Provider's website.

3.10 Service intervention of the supported terminal equipment can be made only through the Provider's data network. If the Subscriber requires on-the-spot realization of service intervention, it must be subject to an independent purchase order and it is not subject to the Agreement.

3.11 The Provider is not responsible for the data saved at the Subscriber's Terminal Equipment. The Subscriber is obliged to secure its data saved at terminal equipment or at the Provider's equipment against misuse or damage.

3.12 The Provider undertakes to participate actively in protection of the local data network of the Subscriber. However, with regards to the character of the Internet, the Provider is not responsible for damage caused to the Subscriber by connecting the local data network to the international Internet network.

3.13 The Subscriber's data saved at the Provider's equipment are protected by login and password that is known to the Subscriber only. If this information is misused, the Subscriber is obliged to notify the Provider about the fact without undue delay, or to ensure protection of its data in the adequate way. The Provider undertakes no responsibility for misuse of the Subscriber's data by third parties.

3.14 The Provider is entitled to change specification of the Services unilaterally or to terminate the Service completely. The Provider is obliged to notify the Subscriber in accordance with Section 63 par. 6 of the Act.

3.15 The Provider is not responsible for topicality, truthfulness, legality and compliance of any data coming from the Internet with the generally acknowledged ethical and moral standards unless it published the data itself or unless it demonstrably approved their publishing in advance.

3.16 The Provider declares that placing the Subscriber's website at its server does not mean that it approved the contents of the placed website. Therefore, the Provider is not responsible for the contents of the website.

3.17 The Provider is entitled to remove the Subscriber's website without compensation and warning, located at the Provider's server if the Provider finds out by its control or based on warning of a third party that the Subscriber's website contains information, publishing of which causes defamation of the nation, ethnic group, race and belief or incitation to hatred to a group of people or restricting their rights and freedoms or to support and promotion of movements leading to suppression of human rights and freedoms or threat to morality by presenting pornographic material showing children, violence or disrespect to people or sexual intercourse with an animal.