

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 10 January 2015.

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.

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.

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 "**Terminal Equipment**" is Telecommunication Equipment, through which the Subscriber uses the provided Services. For the purposes of the Terms and Conditions, the "Terminal Equipment" is only equipment supplied by the Provider.

2.3 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.

2.4 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.

2.5 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.

2.6 The "**Provider**" is ha-vel internet s.r.o. that is authorized to provide publicly available services of electronic communications based on announcement of entrepreneurship delivered to the Czech Telecommunication Authority on 1 May 2005 in accordance with Section 8, Act No. 127/2005 Coll., Electronic Communications Act.

2.7 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.

2.8 The "**Connecting Line**" is a set of technical devices connecting the Subscriber's telecommunication equipment to the Provider's Network. The Service Line usually includes: Access Circuit; Connecting Line; Terminal Equipment.

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

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

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

2.12 "**Revision of Conditions**" is understood as a change of their form or text, or their extension that does not result in deterioration of the Terms and Conditions for the Subscriber.

2.13 "**Revolving**" represents the possibility to extend the time of the Service validity in the case of providing Services for definite time unless any of the contracting parties delivers written expression of will not to extend the Service to the other contracting party not later than two months before lapse of the contracted term in form of a registered letter; then there is conclusive legal presumption that the parties agreed to extend the Service for another 12 months unless Service Specification provides for otherwise. 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 later than 2.5 months before a lapse of the agreed period, of an automatic extension of the Agreement or Services as well as of a possibility and way of termination of the Agreement and Services.

2.13.1 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.

2.14 "**Network**" is a public telephone and data telecommunication network of the Provider.

2.15 "**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.

2.16 "**Agreement**" is the respective Provision of Publicly Available Electronic Communication Service Agreement, concluded 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.

2.17 "**The contracting documents**" include the Agreement, the Specifications, the Conditions, the Price List and other documents pertaining to the Service.

2.18 "**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).

2.19 "**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.

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

2.21 "**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".

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

2.23. "**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.

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

2.25 "**Defect**" is a state that makes it impossible or more difficult to use the Service in the usual way, particularly when the standard level of the Service quality is not met, or a condition that leads to incorrect calculation of payment of the price for the Services. A defect is also breakdown of the Terminal Equipment covered in the guarantee period.

2.26 "**Change of the Terms and Conditions**" is only such a change that applies to the General Terms and Conditions for providing a specific Service.

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

2.28 The "**Minimum Monthly Payment**" (hereinafter only referred to as the "MMP") is a fixed mostly amount contracted by the Subscriber and the Provider in the respective Service Specification. By signing the respective Specification, the Subscriber undertakes to use the monthly volume of services on at least the monthly basis, corresponding to MMP.

2.29 The "Monthly Fee for SIM Card Administration" is a fee to the Provider for administration of the Subscriber's SIM card concerning the "ha-loo mobil" service.

2.30 "**Monthly Tariff for ha-loo service**" means a monthly fee for services within special sales packages or for the services aggregated into the sales packages of the Provider. The overview of such packages offered is at www.ha-loo.cz as well as the detailed description of their contents, requirements, prices, etc.

2.31 "**Data Packages regarding ha-loo mobil service**" the volumes of data sold separately or their combination with services, whereas the use of them is subject to the fact that the Subscriber must be allowed by the Provider to use Data transfer (must be always considered by the Provider). The list of such packages, if offered, is at the website: www.ha-loo.cz, along with detailed description of their contents, requirements, prices, etc.

2.32 "**Data Operation**" regarding ha-loo mobil service means Data transfer through the Provider's service ha-loo mobil. The data transfer is subject to the Provider's approval and active services. Moreover, if needed, the Provider is entitled to request the Subscriber to pay a deposit or refuse activation of the service. The prices for the service are defined by the Services Price List, or by sales packages.

2.33 "**Voice roaming**", if provided, represents provision of voice services outside the territory of the Czech Republic or in frontier areas of the Czech Republic, if a foreign operator having coverage in the particular area is selected as the network operator.

2.34 "**Data Roaming**", if provided, represents provision of data services outside the territory of the Czech Republic or in frontier areas of the Czech Republic, if a foreign operator having coverage in the particular area is selected as the network operator.

2.35 "**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, along with their contents, requirements, prices, etc.

2.36 "**Unlimited calling and SMS**" represents a package of unlimited calling and SMS messages sending for a particular month to all geographical and mobile 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.

2.37 "**Act**" is Act No. 127/2005 Coll., providing for electronic communication, as amended.

2.38 "**Consumer**" is every person who outside its business or outside the individual exercise of its profession concludes the Agreement with an entrepreneur or otherwise deals with the entrepreneur.

3. Rights and Obligations of Contracting Parties

3.1 The Provider undertakes:

- 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. 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) 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;
- c) to start work in order to remove Defects without undue delay after their reporting by the Subscriber;
- d) to notify the Provider of any limitations, interruptions, changes or irregularities in providing the Service in advance if possible that are known to the Provider in advance. This notification will be made by the Provider without undue delay, except for notification about limitation or disconnection of providing the Service pursuant to Art. 5.3, 5.4 and 5.7 hereof.

e) 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; if the Change refers to a change of material particulars of the Agreement or the Terms and Conditions, stipulated in Section 63, Sub-section 1 (c – g) of Act, or to a change of other provisions leading to deterioration of the Subscriber's position, the Provider is obliged to notify provably the Subscriber, whose Agreement contains the provision related to payment in the event of termination of the Agreement before the expiration of the period of duration for which the Agreement was concluded, of his right to terminate the Agreement as of the date of entry of the Change into force, without the payment, if the new 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 Act.

3.2 The Subscriber is obliged:

- a) to pay duly the invoiced price for the Services;
- 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. 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 in particular by using the connection for other than the agreed purposes and not 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 notify Defects 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;
- f) 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 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.
- g) 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;
- h) not to make malicious phone calls or any other calls that threaten or bother third parties;
- i) to secure Telecommunication Equipment provided by the Provider and located at the Subscriber against its damage, theft or loss.

4. Price of Services, Payment Terms

4.1 The prices of the Services are specified in the Services Price List valid as of the day of signing the Agreement. The Services Price List is available at 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, VAT Act. 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. The Subscriber as a physical person agrees to provide his/her personal data pursuant to Act No. 101/2000 Coll. to a third party in order to collect receivables, which it confirms by signing the Agreement. Administration and processing personal data will take place in the scope necessary for fulfilment of this purpose and for necessary time. The Subscriber is obliged to act with the party as a duly authorized proxy of the Provider.

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 Defect occurred.

4.15 If the Subscriber fails to provide assistance in removal of a defect pursuant to Art. 3.2 (b), (d) and (f) 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.a) (7 paragraph), 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 a) (1 paragraph) 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 contracting penalties 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 Defects in cases when such Defects were caused by unprofessional or unauthorized handling by the Subscriber or other persons. Another person is understood as a person that is not an 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 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.

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

5.9 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.

5.10 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.

5.11 The Provider's title to payment of prices for the Services, contracting penalties 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. 5.7 hereof and it is not affected by withdrawal or termination of the Consent pursuant to Art. 3.2, letter c) hereof.

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 Defect, or uninstalling the equipment;
- h) fails to disconnect its equipment from the public network or the Provider's Network if such equipment causes Damage 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. 3.2 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. 5.7 of the Terms and Conditions.

7. Interest in late payment, contracting penalty

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. 3.2 g) of the Terms and Conditions, the Provider is entitled to charge a contracting penalty to the Subscriber amounting to CZK 1,000 for every individual breach of the contracting obligation, even repeatedly. The contracting 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 contracting penalty, even in the scope exceeding the Contracting 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, letter a) to i) hereof, the Subscriber is obliged to pay the Contracting 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), for the reasons on the part of the Subscriber, who is the Consumer, the Subscriber, who is the Consumer, is obliged to pay the Contracting Penalty amounting to 1/5 (one fifth) of the sum of monthly tariffs remaining till the end of the contracted time period of the Agreement or amounting to 1/5 (one fifth) of minimum agreed 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 the Consumer, 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) for the reasons on the part of the Subscriber, who is not the Consumer, the Subscriber, who is not the Consumer, is obliged to pay the Contracting 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, 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, letter a) to i) 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 Contracting 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 contracting 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 Telecommunications Law is only limited to the obligation to remove the Defect 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 defective provision of the Service.

8.2 The Provider is not responsible for damage caused as a result of exceeding the Network capacity or a Defect 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.

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. If the Agreement is concluded for definite time, the Notice Period is 3 months.

9.1.1 If the Agreement or a particular Service is concluded for definite time and unless Revolving is contracted, it is changed automatically after lapse of the contracted term for indefinite time. In that event 2-month Notice Period is applied, whereas the Notice Period is not shortened, nor extended within the meaning of the clause 9.10.1 hereof. This does not apply if one of the contracting parties delivers a written notice to the other contracting party at least 60 days before lapse of the contracted term that it insists on termination of the Agreement or a particular Service.

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, the Notice Period starts on the first day of the month immediately following the month, in which a written Notice was delivered, given by the contracting party to the other contracting party.

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

9.10.1 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. Simultaneously, it is applied, unless stated in the Specification or unless the Notice is given concerning the Service, the Subscriber and Provider agreed that if the length of the Notice Period of the active (not terminated) Service is shorter than 2 months, the length of the Notice Period is automatically extended by other 12 months, even repeatedly.

9.10.2 If the Agreement or Service is contracted for indefinite time with the Notice Period shorter than 3 months, the Notice Period agreed in the Agreement (without shortening or extending the Notice Period under 9.10.1) is applied unless otherwise agreed by the contracting parties.

9.11 The notice period must be sent by a registered letter and the notice period starts on the first day of the month following the month, 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.

9.12 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 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 contracting penalty of CZK 1,000 for every day of delay by the Subscriber to meet the obligation. The agreed contracting penalty does not affect the Provider's title to compensation of damage and loss due to failure to meet the obligations specified in this Art. 9.13, even in the scope exceeding the contracting penalty.

9.13 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. Defects and service interventions, guarantee conditions for terminal equipment

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 gives guarantee of 24 months from the date of sale for the Terminal Equipment not requiring professional installation (independent modems and telephones). The guarantee does not apply to defects of the Terminal Equipment caused by effects outside the Terminal Equipment (usual wear and tear, unsuitable use, force majeure, interventions of third parties 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 Defect 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 Defect that the Defect 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 Defect.

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 Defect 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 centre or on the line of the Centre for Customer Care, tel. 552 305 305.

12. Protection of the Subscriber's personal data

12.1 The Provider undertakes to process personal data of the Subscribers (physical persons) in agreement with Art. 101/2000 Coll., Personal Data Protection Act, for due performance of the Agreement for the necessary time after termination of the Agreement or the Service. Pursuant to the Act, personal data can be handled only by the Provider's employees and other persons who process personal data based on an agreement concluded with the Provider.

12.2 The Subscriber agrees its personal or identification data that it provided to the Provider (usually name, surname, degree, or name, commercial name, place of residence, seat or business establishment, telephone number, date of birth, birth identification number, company identification number, VAT number, e-mail address):

a) to be processed for the needs of fulfilment of the Provider's obligations arising from the Agreement;

b) to be involved in the list of subscribers pursuant to Section 41, Sub-section 3 of Act, if such a list of subscribers is kept by the Provider;

c) to be processed for internal needs of the Provider (e.g. monitoring and evaluation of the Provider's economic activity) and for marketing carried out by the Provider (offering services to entities of the data, or provision of the data to a third party authorized by the Provider for the same purpose, and also for processing (or by a person authorized by it) in the electronic or another form, including processing of the data that have the character of personal data, by the Provider (or a person authorized by it as the administrator within the intention of Act No. 101/2000 Coll., as amended);

d) to be made available to third persons, if stipulated by a legal regulation.

12.3 The Provider hereby informs every Subscriber that provided its personal data for processing pursuant to Art. 12.2 about its rights arising from Act No. 101/2000 Coll., as amended, in particular about the fact that providing the data is voluntary, that it has the right to access them and that it is entitled to approach the Personal Data Protection Office with a petition to ensure remedy when the mentioned act is breached as well as other rights arising from Sections 11 and 21 of the mentioned Act.

12.4 By concluding the Agreement, the Subscriber agrees within the intention of Section 7, Act No, 480/2004 Coll., as amended that unsolicited business messages will be sent to it by the Provider to its address (including the e-mail address), it will be contacted by unsolicited direct mail containing a business message and through unsolicited telemarketing (including unsolicited SMS and MMS) containing a business message regarding products, business and services of the Provider and the other persons specified in Art. 12.2. The consent can be withdrawn at the Provider at any time and in writing. The Subscriber

acknowledges that withdrawal of consent granted according to the Terms and Conditions does not apply to and does not mean withdrawal of consents granted by it to the Provider in another way.

12.5 If the Subscriber provides its birth identification number based on or in connection with the concluded Agreement or Service, it agrees as the bearer of the birth identification number within the intention of Section 13c, par. 1, Act No. 133/2000 Coll. that the Provider can use its birth identification number for the purposes of recording agreements and provided services and to archive, process and use it for this purpose.

12.6 Any withdrawal of the consent pursuant to par. 12.2 - 12.5 does not affect authorization of the Provider to process information and data arising from the respective legal provisions unless they expressly provide for otherwise.

12.7 Unless the Provider agrees with the Subscriber otherwise, the Subscriber agrees to stating his/her name and surname or the commercial name in the Provider's reference sheet.

13. Procedure in application and execution of complaints

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

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

13.3 Complaints can be filed in writing (by a registered letter) and without undue delay after the defect 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.

13.4 If the defect 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.

13.5 Complaints regarding Defects 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 Defect was found out, otherwise the title to file a Complaint expires.

13.6 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 Defect on the Provider's side, the Provider shall provide compensation if the Defect was found out by the Provider too or if it is apparent to the Provider, or only if the Subscriber reports the Defect in agreement with Art. 3.2, letter e) hereof.

13.7 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.

13.8 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.

13.9 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.

13.10 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.

14. Common, temporary and final provisions

14.1 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.

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

14.3 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.

14.4 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.

14.5 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.

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

14.7 The present Terms and Conditions become valid and effective as of 10 January 2015 and replace all the Terms and Conditions valid and effective before 10 January 2015.

14.8 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.

14.9 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.

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) 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 is one month. The notice period starts on the first day of the month following written delivery of the termination notice 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) Validity of the Agreement is terminated on the last day of the month that follows sending the termination notice.
- 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 beginning of validity of the changes. If the Subscriber does not agree with the change, it is entitled to serve a written termination notice to the Provider before beginning of the time of validity of the Price List; 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 defects 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 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, contracting penalties etc. If MMP is not complied with, the Provider is entitled to charge a contracting penalty to the Subscriber in the Billing of services following the Billing of services, in which MMP was not complied with, while the contracting 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.

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. 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 outgoing phone call. The time limit for making the first outgoing 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, 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.
- 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 15 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.
- 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.

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. 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 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 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 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.

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.

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 mobile 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 mobile 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) 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 mobi:

- WAP;
- GSM banking;
- SIM Toolkit.

p) The transfer of the number is possible under the conditions of the Services Price List. The unused credit is in favour of the Provider.

q) The method of ha-loo mobil activation:

- at the registration through www.ha-loo.cz by SMS, from the telephone number stated at the registration;
- from the own account at 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.

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 defects 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 of change or termination of the Service without undue delay at least three months in advance. Notification of change of the Service specification or termination of the Service can be made in writing or in form of an electronic message sent to the Subscriber's electronic address.

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.