



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

## 00GENERAL PROVISIONS

### (General part of the General Terms and Conditions)

#### 1. Subject of the General Terms and Conditions

1.1 These General Terms and Conditions for the Provision of Publicly Available Electronic Communications service by the company T-Mobile Czech Republic a.s. (the "**General Terms and Conditions**") regulate the rights and duties of the Contracting parties at the provision of **publicly available services of electronic communications** and related services by the **Provider** and use of such services by the **Subscriber (user)**. **Provider** is authorised to provide publicly available electronic communication services in compliance with relevant certificate issued by the Czech Telecommunications Office.

1.2. The **Subscriber** acknowledges and consents to the fact that it might be provided with additional services, which **Provider** is authorized to provide, through the services provided, e.g. payment services as well as the services provided by the subjects other than the **Provider** the terms and conditions set forth herein or – as the case might be – in additional contractual documents, especially in the **Service descriptions**.

1.3. These General Terms and Conditions constitute an integral part of the agreement on the Provision of Publicly Available Electronic Communications service and related services concluded between the **Provider** and the **Subscriber**.

#### 2. Definition of terms

2.1 Definition of terms for the purposes of the **General Terms and Conditions** and other related documents (**bold** in the text):

2.1.1 "**Authorised partner**" is a legal entity or person with whom the **Provider** has concluded a contract for selling or intermediating the sale of **services**.

2.1.2 The "**Services Price List**" or "**the price programme**" is the **Provider's** document in which prices are listed for the relevant **services** as well as the conditions for determining prices for **services** and possibly even services related to the **Provider's** other performances (e.g. the Price List of Service Works), the terms and conditions for their charging and payment, and other possible terms and conditions concerning the establishment and provision of publicly available electronic communications services. If the term **Services Price List** is given herein or in other contractual documents, it is for the purposes of determining the amount of prices and their charging and payment for established and provided **publicly available telephone services**, or for determining other conditions concerning the establishment and provision of **publicly available telephone services**, it means the general **Price List of the publicly available telephone service**, **Price List of the specific publicly available telephone service** (in case it exists for specific **publicly available telephone service**) and the price programme agreed between the **Provider** and **Subscriber** for the relevant **publicly available telephone service**.

2.1.3 "**Contact Centre**" is the **Provider's** specialised centre that receives **service** orders, provides technical support to **Subscribers** and accepts complaints regarding provision of **services**.

2.1.4 "**Contact person**" is a person designated by a contracting party. This individual ensures the transfer of information between the contracting parties concerning the fulfilment of the **agreement**, and is authorised to act in a binding manner in matters related to the quality and extent of the provision of a **service** as well as to sign the "Service Delivery Protocol". The contracting party's **Authorised representative** can designate, in writing, contact people and establish areas assigned to them or the order in which they are to be contacted by the other party. If a contracting party does not designate them, the other contracting party shall consider the individuals designated in accordance with the law (section 430 of Act 89/2012 Coll., the Civil Code or section 15 of Act 513/1991 Coll., as amended) to be the contact people. A contact person for the **Provider** is always also an operator on duty at the **Contact Centre**.

2.1.5 "**Subscriber's site**" is the premises designated by the **Subscriber** in the **agreement** for the installation of the **Provider's** electronic communication equipment by specifying the address, building, floor and room in the relevant **Service Specification**.

2.1.6 "**Mobile Service**" is the **publicly available service of electronic communications** relating to the voice transfer, sending (and receiving) of messages (SMS, DMS etc.) or relating to data connection via **mobile network**.

2.1.7 "**Mobile network**" is the **public communications network** which is used for voice transfer, sending (and receiving) of messages (SMS, DMS etc.) and for data connection (mobile services) via radio waves.

2.1.8 "**Mobile network operator**" is a person or legal entity operating **mobile network**, which is used for provision of **mobile services** of the **Provider** (such person may be the **Provider** itself).

2.1.9 "**ICT service**" or "**Service ICT**" is service of information and communication technology offered by the **Provider**, including all information technologies used for communication and information work. In particular, such information technologies may include technological environment, hardware, software tools, data and human resources to ensure a certain logic or functionality of the communication (information) services, which has understandable value, benefit and output for the

**Subscriber**, according to the nature of the **ICT services**. **ICT services** are implemented based on agreed contractual and technical conditions and according to the nature of the **ICT services**.

2.1.10 "**Payment service**" is the service provided by the **Provider** in the sense of Act 284/2009 Coll. as amended, on the system of payment, providing the **Subscribers** with an option to enter into contractual relations and settle the price of goods and services of contractual partners of the **Provider** or contractual partners of other providers of **publicly available services of electronic communications** through the **payment service**; the detailed terms and conditions for the provision of **payment services** are set forth in the Commercial terms and conditions for the payment services;

2.1.11 "**Authorised representative**" is the person entitled to act in the name of a contracting party and to sign the **agreement** and **Service specifications**. If it is not an individual authorised to represent a contracting party in accordance with law, the contracting party's **Authorised representative** must have a valid power of attorney or authorization to perform the relevant activities. An **Authorised representative** acting for a **Subscriber** must show this power of attorney or authorization upon the **Provider's** request.

2.1.12 The "**Provider**" is the company T-Mobile Czech Republic a.s., which is authorized, in accordance with the certificate mentioned in point 1.1, to perform **electronic communications networks** and provide **publicly available electronic communications services**.

2.1.13 "**Operational Terms and Conditions**" are valid Operational Terms and Conditions for the provision of a publicly available electronic communications service which describe the terms and conditions for provisioning, modifying, operating and terminating the **services** and binding procedures the **Provider** is to proceed in accordance with while providing the **services** and the **Subscriber** is to proceed in accordance with while using such **services**.

2.1.14 "**Claims Procedure**" is a valid claims procedure relating to the provision of **publicly available electronic communications services** that specifies procedures for exercising rights and obligations arising from the **agreement**.

2.1.15 "**Service**" is the **publicly available service of electronic communications, ICT service** or another service provisioned and provided by the **Provider** on the basis of the **agreement** (including all schedules and/or documents the agreement or relevant schedules explicitly refers to) and the relevant **Service specifications** agreed to between the **Provider** and **Subscriber**. Besides the **Service specification** there always applies for a specific **service** the **Service description** as a support. The agreed provision of another service, the completion of work or supply of goods pursuant to Act 89/2012 Coll. as amended, Civil Code or Act 513/1991 Coll. as amended, Commercial Code, can also be part of the service in this **agreement** or in the **Service specification**.

2.1.16 The "**Agreement**" is the relevant agreement on the provision of a publicly available electronic communications service concluded between **Provider** and **Subscriber**, or the accepted Order for **Publicly Available Electronic Communications service** the subject of which is generally a service provisioning and/or providing to the **Subscriber** by the **Provider** and **Subscriber's** payment of the relevant prices for the **services** provisioned and/or provided by the **Provider** and settlement of additional liabilities arisen to the **Subscriber** upon and/or in compliance with the agreement, performance of additional duties by the Contracting parties which are stipulated in the **agreement** or result from this **agreement**.

2.1.17 "**Service specification**" is a contractual document that is an annex to the **agreement** and that contains in particular technical requisites for the provision of the relevant **service**, prices for the relevant **service** and other specified data. For selected **services**, these requisites and data are given directly in the concluded **agreement**. In these cases, the term **Service specifications** used in these **General Terms and Conditions** and in other documents mentioned in clause 19.4 of these **General Terms and Conditions** is the same as the term **agreement**.

2.1.18 "**Public communications network**" means the **network** in accordance with the definition of Act 127/2005 Coll., serving completely or mainly for the provision of **publicly available electronic communications services** and by means of which the **service** is provided.

2.1.19 The "**Subscriber**" is anyone having fulfilled the conditions established by the relevant legal regulations and by these **General Terms and Conditions** and having concluded an agreement with the **Provider**.

2.1.20 The "**User**" is a person or legal entity that is provided with or requests a **publicly available electronic communications service**

2.1.21 The "**End User**" is a user not providing for **public communication networks** or **publicly available electronic communications services**.

2.1.22 "**Publicly available telephone service**" is a **publicly available electronic communications service** supplied by the **Provider** on the basis of the **agreement** and allowing the making of domestic and international calls and access to emergency call numbers via one or more numbers of the numbering plan and via public telecommunication network; mobile services including sending (and receiving) of SMS or MMS messages on all mobile networks in the Czech Republic, fixed networks in the Czech Republic and on mobile networks abroad or the contents of which are so called Premium SMS sent or received by the **Subscribers** or **Users** to given short codes – Short code - or, as the case might be, SMS messages delivered to the pertinent terminal equipment; this service may, if needed, include provision of one or more services stipulated in Act 127/2005 Coll.

2.1.23 "**Publicly Available Electronic Communications service**" is a **service of Electronic Communications** from whose provision no party is excluded in advance.

2.1.24 "**Electronic communications service**" is a service usually provided for consideration and consisting wholly or predominantly of transfer of signals through **electronic communication networks**, including communication services, with the exceptions of services offering content through **electronic communications networks** and



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- services or performing editorial oversight over content transferred by networks and provided by services of **electronic communications services**; it does not include services of information companies that do not consist wholly or predominantly of the transfer of signals through **electronic communication networks**.
- 2.1.25** "Act 127/2005 Coll." is the Act 127/2005 Coll., on electronic communications and amendment of some relating laws (act on electronic communications), as amended.
- 2.1.26** "General Terms and Conditions" are these valid General Terms and Conditions for the Provision of Publicly Available Electronic Communications service, issued by the **Provider** in accordance with **Act 127/2005 Coll.**, and Act 89/2012 Coll. or Act 513/1991 Coll., as amended.
- 3. Validity and Effect of the agreement**
- 3.1** The **agreement** can be concluded in writing, electronically with the **Subscriber** completing and confirming the **Provider's** web form and by confirmation of said electronic form by the **Provider** or verbally by phone call between the **Subscriber** with the operator of the **Provider's Contact Centre**, with the operator or specialist of the **Provider's** Customer Care Centre, with a sales representative of the **Provider's** SOHO and SME department or with an operator of the contact centre of an external company that is explicitly (contractually) authorized by the **Provider** to do this. The **Provider** always determines the way (form) of concluding a specific **agreement**.
- 3.2** The **agreement** and/or **Service specifications** become valid on the day these are signed by the **Provider's authorised representative** and the **Subscriber's authorised representative**, the day of confirmation of the **Provider's** Internet form or the day of concluding an **agreement** over the phone. The **agreement** becomes operative on the day of providing the first **service** pursuant to the relevant **agreement**, unless otherwise stipulated in the **agreement**. A **Service specification** becomes effective on the day of providing the relevant **service**, unless otherwise stipulated in the **agreement**.
- 3.3** In the event that the **Subscriber** for any reason intentionally inhibits the effect of the agreement and/or **Service specifications**, including for any reason intentionally preventing the **Provider** from establishing the relevant **service** or from making a change in **service**, then in accordance with section 549 of par. 2 of the Act 89/2012 Coll. or section 36 par. 3 of Act 513/1991 Coll., as amended the **agreement** and/or **Service specifications** is effective as if the effect of the **agreement** and/or **Service specifications** were not conditioned by this suspensive condition, i.e. by the establishment of or change to the relevant **service**.
- 4. Provider's rights and obligations**
- 4.1** The **Provider** is entitled:
- 4.1.1** to request from the **Subscriber** the submission of data necessary for concluding the **agreement**;
- 4.1.2** unilaterally to change the **General Terms and Conditions, Claims Procedure, Operating Terms and Conditions, Service Description** and the **Services Price List**, or – as the case might be – other contractual terms and conditions;
- 4.1.3** to limit the provision of **services** (part of **mobile service**) for the necessary period due to serious technical reasons described later herein;
- 4.1.4** to change the **Subscriber** line number due to urgent technical reasons and without the **Subscriber's** consent, if it is necessary for the proper provision of the **service**, whereas the **Subscriber** will be informed of this change in advance, that technical reason being a decision by the relevant administrative body on a change of number or numbering plan in accordance with Act 127/2005 Coll., or if it is stipulated in another legal regulation; and
- 4.1.5** to not accept a change in the **agreement** requested by the **Subscriber**, if carrying out such a change is not technically possible or the **Subscriber** attempts to use such a change to circumvent some provisions of the **agreement**, namely if such requested change circumvented the meaning of the provision in clause 16.2.3 of the **General Terms and Conditions** concerning the payment of one-off cancellation in the case of non-observance of the minimum period of **service** use by the **Subscriber**.
- 4.1.6** to not establish a **service** or conduct a change in a **service** (part of **mobile service**) requested by the **Subscriber** in cases in which the **Subscriber** intentionally gave incorrect personal or identification data or makes/made regular late payments or regularly does not/did not pay the charged amount for **services** (see point 16.4.5 for the meaning of regular late payment or regular non-payment) or repeatedly breaches/breached the contractual terms and conditions.
- 4.2** The **Provider** undertakes:
- 4.2.1** to provide to the **Subscriber** the **service** or change the **service** (part of **mobile service**) in accordance with the conditions and times stipulated in the **agreement** and to provide this **service** uninterruptedly under the terms and conditions and for the prices stipulated by the **agreement**, with the exception of instances described below;
- 4.2.2** to enable the **Subscriber** to acquaint itself with the valid version of the **General Terms and Conditions, the Claims Procedure, Operating Terms and Conditions, Service Description** and the **Services Price List**;
- 4.2.3** to notify the **Subscriber** at least one month in advance of changes in the contractual terms and conditions, in particular of changes in the terms and conditions stipulated in the **General Terms and Conditions, the Rules for Claims, Operating Terms and Conditions, Service Description, Price List** for Publicly Available Telephone service or **Services Price List** at each of its stores/facilities and in the way providing for a remote access or in another form the **Subscriber** selected for billing;
- 4.2.4** in the event of a change of the contractual terms and conditions when there are changed terms and conditions of the agreement set forth at the provisions of section 63, par. 1 of the Act 127/2005 Coll. explicitly stated in the provision of section 63, par. 6 of the Act 127/2005 Coll. the Provider is obliged to inform in an appropriate manner the Subscriber of such changes one (1) month prior to their effective date, at the latest, as well as of the Subscriber's right to terminate the agreement or an individual service without sanctions pursuant to 16.2.1 of the General Terms and Conditions in the event that the Subscriber does not accept the changes of the contractual terms and conditions. Appropriate manners of notifying of changes in contractual terms and conditions pursuant to this clause are considered the manners given in the preceding clause 4.2.3 of the General Terms and Conditions. Contracting parties agree that any and all changed documents, or modified contractual terms and conditions when there are changed parts of the contractual terms and conditions (of the agreement) in the sense of the above mentioned and when the Subscriber does not exercise his right to cancel the agreement or the individual service without penalty pursuant to 16.2.1 of the General Terms and Conditions, acquire validity on the date stated in them, or – as the case might be – on the date set forth in the pertinent notification of the Subscriber, regardless of any necessary further acceptance by the Subscriber. The right to terminate the agreement pursuant to this provision, respectively to 16.2.1 of the General Terms and Conditions, does not arise in the event that the changes of the contractual terms and conditions (of agreement) are made upon a change of a legal regulation or upon a decision of the Czech Telecommunication Office in compliance with Act 127/2005 Coll.
- 4.2.5** Contracting parties agree that any and all contractual documents changed, or modified contractual terms and conditions when their changes do not cause modification of the contractual terms and conditions set forth at the provisions of section 63, par. 1 of the Act 127/2005 Coll., explicitly stated in the provision of section 63, par. 6 of the Act 127/2005 Coll., become valid on the date stated therein, or – as the case might be – on the date set forth at the pertinent notification of the Subscriber, regardless of any necessary acceptance by the Subscriber.
- 4.2.6** to implement an accepted change of the **agreement** requested by the **Subscriber**, bilaterally confirmed in the relevant annex to the **agreement** or in the **Service specification** within the stipulated period;
- 4.2.7** to maintain its electronic communication equipment and the telecommunication infrastructure of its network in such a technical and operating state as to allow the **service** to be provided in accordance with the terms, conditions and parameters described in the **agreement** and in the relevant regulations;
- 4.2.8** to correct failures or defects that occur in its electronic communication equipment and its **public communication network** in accordance with Article 8. The **Provider** is not liable for failures or defects that occur outside of its electronic communication equipment and **public communication network**;
- 4.2.9** to inform the **Subscriber** of all limitations, interruptions, changes or irregularities in the **service** (part of **mobile service**) provision that the **Provider** knows of sufficiently in advance;
- 4.2.10** to inform the **Subscriber** of a change in the **Subscriber's** number pursuant to 4.1.4 without any unreasonable delay, but no later than 2 (two) months before carrying out this change, unless otherwise stipulated in the decision of the relevant administrative body, or unless otherwise stipulated by law.
- 5. Subscriber's rights and obligations**
- 5.1** The **Subscriber** is entitled:
- 5.1.1** to use the **service** in accordance with the **agreement** and the relevant laws;
- 5.1.2** to request a change in the **agreement**;
- 5.1.3** to direct its comments and requests to the **Contact Centre** or to **authorised partners**; and to submit claims regarding the extent and quality of the **service**, as well as the charged price.
- 5.2** The **Subscriber** undertakes:
- 5.2.1** only to use the **service** in a way that is in accordance with the relevant legal regulations, relevant **agreement**, these **General Terms and Conditions, the Operating Terms and Conditions, Service Description** and the **Provider's** written instructions;
- 5.2.2** to properly and promptly pay the price of the provided **services** pursuant to the agreement or valid **Service Price List** during provision of the **service**, or – as the case might be – properly and promptly settle all additional financial liabilities resulting from the **agreement** or arisen upon and/or in compliance with the **agreement**.
- 5.2.3** to only use the **service** via premise equipment approved for operation in the Czech Republic;
- 5.2.4** not to use the **service** contrary to relevant legal regulations or to good morals and not to misuse the connection to the **public communication network**, including but not restricted to activities described in 16.4.2;
- 5.2.5** to make no modifications whose results could affect the security of the **public communication network's** operation;
- 5.2.6** to use additionally introduced means to protect the **public communication network**, if this is to the benefit of the **Subscriber** or the **public communication network**;
- 5.2.7** to immediately inform the **Provider** of all matters known to it that could adversely influence the **service's** provision, including but not restricted to a failure in the **public communication network** and defects in the **service** provision; in the event that the **Subscriber's** premise equipment is connected via the **public communication network** of another **Provider**, then the **Subscriber** must inform the **Provider** of the



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- change of type, cancellation or transfer of telephone line, change or cancellation of telephone number, change of reference number or cancellation of access to the **Provider's** services;
- 5.2.8** to provide notice in writing or verbally with an operator of the **Provider's Contact centre** or with an operator or specialist of the **Provider's** Customer Care Centre, during the entire time that the **agreement** is in effect of a change in identification information; if the **Subscriber** is a legal entity or individual entered in the Commercial Register or in another registry regulated by law, it is obliged to notify the **Provider** of a change in company name, name or surname, change in registered office address or place of business, change in company registration no., change in legal form, cases of company transformation pursuant to Act 90/2012 Coll., as amended, cases mentioned in clause 16.11 of these **General Terms and Conditions** and change in the invoice address; if the **Subscriber** is an individual, he or she is obliged to notify the **Provider** of a change in name, surname and address of its permanent address or invoice address; the **Subscriber** is obliged to notify the **Provider** within 7 (seven) business days from the day such a change is made; even if the **Subscriber** provides verbal notification it is not released of the obligation to provide written documentation to the **Provider** of these changes within five (5) business days from the day of verbal notification of the relevant changes; in case that the **Subscriber** fails to comply with the obligation stipulated in this clause, the **Subscriber** is liable for any resulting damage;
- 5.2.9** not to convey its own rights and obligations arising from the **agreement** to any third party without the **Provider's** prior written consent;
- 5.2.10** to allow, for serious reasons, individuals authorised by the **Provider** access to **Subscriber** lines and electronic communications equipment installed by the **Provider** (e.g. to correct interruptions and defects, replacement of electronic communications equipment, necessary maintenance, etc.) and allow them access to premises specified in advance in accordance with the **Service specifications**, for establishment, change or termination of provision of a **service** in accordance with the Operating Terms and Conditions;
- 5.2.11** to connect to the **Provider's** equipment only communication equipment or other technical equipment having valid technical and security certificates compulsory for operation in the country they are connected; the **Subscriber** is responsible for the condition of its electronic communication equipment that the **Subscriber** connects to the **Provider's** equipment including the setting of parameters, unless otherwise agreed;
- 5.2.12** to ensure co-operation with the **Provider** in preparing construction and installation activities for the installation, maintenance or disassembly of the **Provider's** technical equipment related to the provided **service**; such co-operation lies especially in securing the written consent of the owner of the premises and owner of the internal engineering (wiring and plumbing) in which the **Subscriber's site** is located (or in other buildings given in the **agreement**) for design, construction and installation work and the provision of all necessary materials and documents for processing the project documentation and obtaining the necessary permits;
- 5.2.13** to ensure at its own expense the necessary operating spaces and conditions for the operation of the **Provider's** telecommunication equipment related to the **service** provided. These premises and conditions, described in the Operating Terms and Conditions, must for the duration of the **service** provision correspond to the **Provider's** requirements and may not be changed without the **Provider's** written consent.
- 5.2.14** not to change the settings, connection, location and spatial arrangement of the **Provider's** equipment in the **Subscriber's site** from the state upon establishing the **service** without the **Provider's** personal participation or written consent;
- 5.2.15** to take all necessary measures to prevent unauthorised parties from manipulating the **Provider's** electronic communication equipment at the **Subscriber's site**, from damaging it or stealing it;
- 5.2.16** not to provide the **services** in question to third parties if the **Subscriber** is not authorised to do so pursuant to Act. No. 127/2005 Coll., and without the **Provider's** written consent, the part of which also might be a specification of the terms and conditions under which the service could be provided to third parties;
- 5.2.17** to return all equipment provided to the **Subscriber** by the **Provider** upon terminating the **agreement** or an individual **service**, or upon the **Provider's** written request;
- 5.2.18** to reimburse to the **Provider** all costs connected with the provisioning or change of **service** that the **Provider** incurred due to the **Subscriber's** non-compliance with the terms and conditions for the establishment or change of **service** pursuant to the Operating Terms and Conditions; to reimburse the **Provider** for costs related to servicing work (i.e. related to rectifying defects in the **service** and/or a breakdown in the communication equipment or **communication network**) or the price for servicing work (e.g. refer to the Price list of service works) or another agreed price, if servicing work was conducted upon the **Subscriber's** request (report of breakdown or defect, claim on provision of **service**, etc.) and if it is ascertained that the **service** defect and/or failure in the communication equipment or **communication network** is not on the **Provider's** side or that the defect was caused by the **Subscriber** or a third party in cases in which the **Subscriber** is responsible for said third party, or that a defect or breakdown did not occur at all;
- 5.2.19** to secure and submit to the **Provider** a written declaration of the entity assigned to which is assigned the **Subscriber** line, if this is necessary to secure the provision of the **Provider's** relevant **services**;
- 5.2.20** to submit to the **Provider** upon its request documents confirming its creditworthiness and solvency;
- 5.2.21** to use the **Provider's** trademarks in connection with the use of the **Provider's services** only with the **Provider's** explicit consent and only in a manner that does not diminish their value and in accordance with legal regulations in effect.
- 5.2.22** not to disrupt for the duration of the **agreement** or **service** the subscription by which the **Subscriber** is provided by another provider a publicly available telephone service necessary for the provision of a specific **service** by the **Provider**; not to alter for the duration of the **agreement** or **service** without the **Provider's** consent the terms and conditions of subscription for which the **Subscriber** is provided by the **Provider** a publicly available telephone service that is necessary for the **service's** provision by the **Provider**; the **Provider's** consent with a change in the terms and conditions of subscription can be provided to the **Subscriber** in the event that it is demonstrably proven to the **Provider** that **services** provided by the **Provider** pursuant to the **agreement** can continue to be, following such a change in the terms and conditions of subscription, provided to the **Subscriber** by the provider for the same agreed parameters (i.e. there does not occur a cancellation of the service or change in the **service's** parameters).
- 5.2.23** to provide the **Provider** with true information that is requisite for the **service** provisioning and providing, and is rightfully requested by the **Provider**, especially the information concerning an identification of the **Subscriber** itself and **Subscriber's site** where the pertinent **service** will be used by the **Subscriber**, while concluding the **agreement/Service specification** (e.g. prior to the **service** provisioning).
- 5.2.24** to use the specific **service** solely at the pertinent **Subscriber's site** stipulated at the pertinent **agreement/Service specification** for the pertinent **service**.
- 6. Extent and territorial limitations of provided service**
- 6.1** The extent of the **service** provided, including the essential specifications and **service** parameters, is stated in the **agreement**, namely in the service Description or **Service specification**. An individual **service** is established and provided on the basis of the relevant individual **Service specification**.
- 6.2** The **service** is provided on the territory of the Czech Republic.
- 7. Prices and payment terms**
- 7.1** The prices for provided **services** and details concerning the means of charging and payment are given in the relevant **agreement** and/or in the **Services Price List** designated in the **agreement** or in the **services Specification**. Prices for the provided **publicly available telephone service** and details concerning the manner in which they are charged and paid, or other terms and conditions concerning the establishing and provision of **publicly available telephone services** are stipulated in the relevant **agreement** and/or in the **Price List of the relevant publicly available telephone service** and in particular in the selected price programme for the **publicly available telephone service** specified in the **agreement** or **Service specifications**. Updated **Services Price List** (price programmes) is available to the **Subscriber** at the **Provider's** place of business or at the **Authorised partners**. The **Provider** may require payment of a deposit for the provision of **service** or to ensure adequate security in relation to existing accounts receivable due from the **Subscriber**.
- 7.2** The **Provider** shall issue to the **Subscriber** upon the completion of one (1) monthly billing period an invoice statement, in accordance with the general measures of the Czech Telecommunications Office OOP/3 as amended, for the payment for **services** provided in the given billing period and shall deliver the invoice to the **Subscriber** within fifteen (15) calendar days after the end of the billing period. This invoice shall include the necessary elements of a tax and accounting document.
- 7.3** The payment due date of the invoice is 14 (fourteen) calendar days from the issue date, unless otherwise agreed by the **Provider** and **Subscriber**. If the **Subscriber** agrees with the **Provider** that the payments of the charged amounts for the **services** provided will be executed by the **Provider** via direct debits to the **Subscriber's** bank account (by so-called inkaso means), then the **Subscriber** is obliged to submit to the **Provider** confirmed consent for inkaso payment from the **Subscriber's** bank account from the relevant monetary institution. Otherwise, such an agreement is invalid and the **Subscriber** is obliged to pay the charged amounts by another method. In the event that the **Subscriber's** inkaso payment is not made due to reasons on the part of the **Subscriber** (e.g. insufficient funds in the **Subscriber's** account, insufficient limit for inkaso payment of the relevant amount, non-existence of an inkaso order to the monetary institution from the **Subscriber**, inaccurate data concerning the inkaso payment from the **Subscriber's** account provided to the **Provider**, etc.), the **Subscriber** is obliged to pay the charged amounts in a different manner before the invoice's payment due date, otherwise the **Subscriber** is in default of payment. Payment is considered made on the day that the transfer of the owed amount reaches the **Provider's** account. If the **Subscriber** does not pay the billed amount by the payment due date of the relevant bill, the **Subscriber** is in default of payment of the amount charged for the provided **services**. On payment of the charged **services** via bank transfer the **Subscriber** undertakes to always state the invoice – tax document number as the variable symbol.
- 7.4** The **Subscriber** is obliged to pay the billed amount even if a user other than the **Subscriber** used the **service** (part of **mobile service**). If unauthorised use of a **service** by other **Users** occurs, the **Subscriber** is obliged to pay the billed amounts that are charged until such time as the **Provider** limits the active use of the **service** (part of **mobile service**) on the basis of written notification from the **Subscriber** as to the **service's** (part of **mobile service**) misuse. The **Provider** shall limit the active use



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of a **service** (part of **mobile service**) without any unreasonable delay, but no later than 24 (twenty-four) hours after the delivery of this notification.

- 7.5 The **Subscriber** acknowledges that to determine the sums charged for operation of the provided **services** (part of **mobile service**), data measured and stated by the relevant **Provider's** equipment are decisive, unless the **Provider** finds any defect affecting the stated data.
- 7.6 The **Provider** is entitled to claim overdue payments together with the increase of the overdue payments by such claim-related costs (e.g. costs in connection with remainders) which also applies to the cases when the **provider** is unable to fully identify the payment transacted owing to the reasons on the **subscriber's** side (e.g. the variable symbol stated incorrectly or not at all). If the **Subscriber** does not pay the billed amount by the payment due date of the relevant invoice, the **Subscriber** is in default of payment of the amount billed for the provided **services**, or in default with the payment of other monetary obligations pursuant to the **agreement**. If the **Subscriber** is found in default of payment of the charged amount for the provided **services** or in default of the payment of other claims pursuant to the **agreement**, the **Provider** is entitled to charge the **Subscriber**, which is not a consumer within the meaning of the pertinent legal enactment, late-payment interest of 0.05% of the amount owed for each day of the delay. In the case of a consumer within the meaning of the pertinent legal enactment the late-payment interest is assessed at the pertinent legal rate.
- 7.7 The **Provider's** right to seek compensation for damage by virtue of the **Subscriber's** default in payment of owed amounts is not affected by the payment of late-payment interest.
- 7.8 The **Provider** shall bill for charges in the following manner:
- 7.8.1 one-off costs are charged to the **Subscriber** after performing the action to which those fees are related in the first ensuing billing;
- 7.8.2 recurring costs for the full billing period are charged backward and up to the final day of the billing period;
- 7.8.3 operating costs, or minimum usage-based costs, are charged backward and up to the final day of the billing period;
- 7.8.4 recurring costs or minimum usage-based costs for an incomplete billing period are charged as follows: the charge for one day of the billing period multiplied by the length of the incomplete billing period in the full days in which the **service** was provided to the **Subscriber**. The charge for one day of the billing period is a part of the pertinent amount of the agreed recurring cost, or – as the case may be – a minimum usage-based costs which is to be calculated as follows: 1 over (divided) by the actual number of days of the pertinent billing period.
- 7.9 Recurring costs for the provision of a **publicly available telephone service** begin to be charged on the day of their provisioning or of the effected change of the relevant **service**. Operating costs or minimum usage-based costs for a **publicly available telephone service** begin to be charged immediately upon their provisioning or upon the effected change of the relevant **service**. Recurring costs for the provision of other **publicly available telephone services** begin to be charged on the day immediately following the day of their provisioning or of the effected change of the relevant **services**. If a **service** is terminated, then the recurring costs, usage-based costs or minimum usage-based costs cease to be charged beginning on the day following the day of termination of the provision of the relevant **service**.
8. **Reporting of failures and defects and deadlines for their correction, purchase of communication equipment**
- 8.1 If the **Subscriber** ascertains a failure of the **public communication network** or **service** (part of **mobile service**) **defect**, he will report this matter without undue delay to the **Provider's Contact Centre** via a toll-free line or send written notification to the **Provider's Contact Centre** (reporting of failures or defects).
- 8.2 The **Provider** undertakes to correct failures or **defects** originating on its side generally within twenty-four (24) hours from the time such a failure or defect is reported by the **Subscriber**. If the reported failure or **defect** is not found on the **Provider's** side, the **Provider** shall relay the information on this failure or defect to the operator for the **public communication network** that provides the **Subscriber's** connection to the **communication network**.
- 8.3 Other conditions concerning the **service's** operation and reporting of failures or **defects** are given in the valid Operating Terms and Conditions and the **Claims Procedure**.
- 8.4 If it is not explicitly stipulated otherwise in the **agreement**, service description, **Service specification**, purchase agreement, or contract for work, or – as the case may be – in another contractual document then there shall be applied for the case of the explicitly stipulated purchase of a communication equipment the provisions as follows: The price is assessed on the pertinent **Services Price List**, place of delivery is the site where the pertinent **service**, the pertinent communication equipment is delivered for, is to be provisioned, modified, and provided, delivery time is the same as the deadline for provisioning or modification of the **service**, the pertinent communication equipment is delivered for; the communication equipment will be handed over to the **Subscriber** upon the pertinent acceptance protocol, delivery note, or another document the **Subscriber** shall confirm its acceptance of the communication equipment

to the **Provider** (or to a supplier or freight forwarder as the case may be) at; the ownership of such communication equipment is assigned to the **Subscriber** as soon as the **Subscriber** settles the agreed price for such communication equipment in full; the damage risk is transferred to the **Subscriber** as soon as the pertinent communication equipment is handed over (accepted) by the **Subscriber**; the warranty period and terms and conditions of the warranty service are set forth in the warranty certificate; a faulty communication equipment may be claimed through the **Provider's Contact Centre**; in the event that any software is a part of the pertinent communication equipment then the **Provider** shall grant to the **Subscriber** a non-exclusive license for such software, i.e. license to exercise the right to use the software delivered within the delivered license terms and conditions which are a part of the delivery of the communication equipment; such non-exclusive license is granted for the territory of the Czech Republic and is not limited in terms of time.

- 8.5 Except for the explicitly stipulated purchase of the communication equipment the communication equipment may be delivered to the **Subscriber** as a part of the **service** (part of **mobile service**), or it may be leased or lend for the **service** provision that the specific terms and conditions with respect to such lease or lend of the communication equipment shall always be agreed explicitly between and by the **Provider** and **Subscriber** in an **agreement/Service specification**, or another contractual document.
9. **Making claims and compensation**
- 9.1 The **Subscriber** is entitled to make a claim with regard to the provided **service** (part of **mobile service**) and the amount charged for the **service**. The **Subscriber** is entitled to make a claim for the charged price with the **Provider** without unnecessary delay, and not later than two (2) months from delivery of the incorrect billing. The **Subscriber** is entitled to make a claim for the provided **service** (part of **mobile service**) without unnecessary delay, and not later than two (2) months from provision of the faulty **service** (part of **mobile service**). The claim must be submitted in writing, if the claim concerns an incorrectly charged price. A claim can also be submitted via fax or in electronic form.
- 9.2 The submission of a complaint concerning the charged amount does not have a postponement effect, and the **Subscriber** is obliged to pay the price for the provided **service** no later than the payment due date on the relevant bill.
- 9.3 Detailed information on the process for submitting claims, means of settling them and other related information are provided in the **Claims Procedure**, which is binding for the **Provider** and **Subscriber**.
- 9.4 In providing **publicly available electronic communications service**, the **Provider** is not responsible for the contents of the transmitted messages.
10. **Restricting the provision of service**
- 10.1 The **Provider** is entitled for a period absolutely necessary to limit or interrupt the provision of **service** (part of **mobile service**) for the following substantive reasons:
- 10.1.1 conducting maintenance or repairs of the **public communication network** in accordance with the Operating Terms and Conditions;
- 10.1.2 as established in relevant legal regulations (e.g. section 99, par. 3 of **Act 127/2005 Coll.** as amended – crisis situation, or section 98, par. 3 of **Act 127/2005 Coll.** as amended – material breach of security and integrity of the **provider's communication network** owing to a damage or destruction of the electronic communication equipment, especially due to impacts of material operational breakdowns or natural disasters);
- 10.1.3 circumstances precluding liability in accordance with the law;
- 10.1.4 the **Subscriber's** written notification of **service** (part of **mobile service**) misuse pursuant to 7.4.
- 10.2 The **Provider** is entitled to restrict the active use of the **service** (part of **mobile service**) if the **Subscriber** is in default with payment for provided **services** (part of **mobile service**) and/or does not observe other contractual terms and conditions and does not rectify the missed payment by the new deadline that the **Provider** set in a notification whose delivery can be documented and which must not be shorter than one (1) week. If the **Subscriber** is regularly in default of payment or regularly fails to pay the price for the **service** (part of **mobile service**), the **Provider** has the right to withdraw from the **agreement** pursuant to 16.4.5.
- 10.3 **Provider** is entitled to restrict the active use of **services** (part of **mobile service**), if the **Subscriber** does not perform contractual terms and agreements other than those concerning the payment for **services** (part of **mobile service**) and does not rectify this non-performance by a new deadline that was set for it by the **Provider** in a demonstrably delivered notification. If the **Subscriber** repeatedly violates the contractual terms and conditions, the **Provider** has the right to withdraw from the **agreement** pursuant to 16.4.1. Upon a request made by the pertinent subject owing to chaffy calls (refer to 13.4) the **Provider** is entitled to restrain both active and passive **service** (part of **mobile service**) use without any prior notification.
- 10.4 Immediately after the reasons pass for limiting or interrupting **service** (part of **mobile service**) pursuant to the previous clauses, the **Provider** shall renew the **service** (part of **mobile service**) operation. In the event that there was restrained both passive and active **service** (part of **mobile service**) use upon a request made by the pertinent subject owing to chaffy calls (refer to 13.4) the Czech Telecommunication Authority is to decide on the **service** (part of **mobile service**) renewing.
- 10.5 The **Provider's** right to payment of prices for **services** (part of **mobile service**) by the **Subscriber** is not affected by the restriction of **service** (part of **mobile service**) provision pursuant to 10.2. or 10.3.
11. **List of publicly available telephone service Subscribers; information on Subscribers' numbers**
- 11.1 The **Provider** shall prepare, preserve and hand over to the **provider** of the universal service the identification data of all **service subscribers** for the information service



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- on **subscribers'** telephone numbers and for issuing a unified telephone directory in the form approved by the Czech Telecommunications Office. This data will be provided in the extent to which the **subscriber** agreed.
- 11.2 The **provider** might also use data processed pursuant to clause 11.1 for the purposes of the information **service** on telephone numbers of **service subscribers**, or for issuing the telephone directory of **service subscribers**, as the case may be.
- 11.3 The text designating the subscriber line is proposed by the **subscriber**, but the **provider** is entitled to alter it so that it is not in conflict with legal regulations and so that **subscriber** searching is as easy as possible. The **provider** must notify the **subscriber** of such alterations to the text. Advertising information shall not be published in the telephone directory text.
- 11.4 Upon the **Subscriber's** request, the **Provider** shall correct, delete or not publish information pursuant to clause 11.1 in the telephone directory in the nearest future updating.
12. **Subscriber line, telephone number, carrier selection, number portability**
- 12.1 The **Provider** for the relevant **public communication network** to which the **Subscriber's** premise equipment is connected, or the **Provider**, dependent on the technical and operational conditions in its own and interconnected **public communication networks**, determines the conditions for establishing, transferring, relocating or possibly converting a **Subscriber** line, including the delivery period and obligations arising from the use of a telephone number, for a **publicly available telephone service**.
- 12.2 The **Subscriber** has the right to be listed in the telephone directory issued pursuant to Act 127/2005 Coll. Obligations related to listing in the telephone directory and its distribution are performed by the relevant **Provider** of a **public communication network** to which the **Subscriber's** premise equipment is connected.
- 12.3 Number portability (Section 34 of Act 127/2005 Coll.) and the choice of the service **Provider** (Section 70, of Act 127/2005 Coll.) are ensured by the relevant operator of the **public communication network** to which the **Subscriber's** premise is connected, in accordance with the valid laws (especially in accordance with the general measures of the Czech Telecommunications Office OOP/10 as amended and general measures of the Czech Telecommunications Office OOP/11 as amended). The terms and condition for a portage of the **Subscriber's** number on the **Provider's public communication network** are set forth below.
- 12.4 To the **publicly available telephone service** (or to the **service** the **Provider's publicly available telephone service** comprises a part of it) the **Subscriber** is entitled to order from the **Provider** in writing a portage of the telephone number which was assigned to the **Subscriber** by the original provider of the public fixed communication network from the publicly available fixed communication network of the original (abandoned) provider of this telecommunication network on the **Provider's public communication network**.
- 12.5 The telephone number portage in compliance with the previous provision may be ordered within an establishing or modification of the **publicly available telephone service**; the detailed terms and conditions with respect to the **Subscriber's** number portage on the **Provider's public telephone network** are set forth in the **agreement**, but especially in the pertinent **Service specification**, amendment to the **agreement**, service Description, **Services Price List**, and application (form) for a termination of the **publicly available telephone service**. The number portage is not possible between a **mobile network** and public fixed communication network.
- 12.6 An essential part of a written order for a portage of the **Subscriber's** telephone number on the **Provider's** public fixed communication network is a duly filled application (form) for a termination (notice) of the pertinent **publicly available telephone service (agreement)** of the original provider of the pertinent **publicly available telephone service** ("**service Termination CAF**") undersigned by the **Subscriber** or **Subscriber's authorized representative**. The **service Termination CAF** valid for a specific abandoned provider of the public (fixed) communication network is always presented to the **Subscriber** upon concluding the **agreement**, **Service specification**, or amendment to the **agreement** concluded between and by the **Provider** and **Subscriber** if the **Subscriber** also requires a portage of the number from the public fixed communication network of the original provider of this network on the **Provider's** public fixed communication network.
- 12.7 The **Provider** shall deliver the **service Termination CAF**, duly filled and undersigned by the **Subscriber** or **Subscriber's authorized representative**, to the original (abandoned) provider of the public fixed communication network. The **Provider** shall be responsible for a delivery of the **service Termination CAF** to the original (abandoned) provider of the public fixed communication network but, however, not for its due filling and undersigning by the **Subscriber** or **Subscriber's authorized representative**.
- 12.8 The portage of the number assigned to the **Subscriber** by the original provider of the public fixed communication network from the public fixed communication network of the original (abandoned) provider on the **Provider's public communication network** will proceed according to
- the processes and deadlines set forth in the general measures of the Czech Telecommunication Office No. OOP/10 as amended.
13. **Types of telephone calls, blocking of numbers or block of numbers upon the Subscriber's request, emergency calls, European harmonized numbers, chaffy calls**
- 13.1 The types of telephone calls offered by the **Provider** are given in the updated **Price List for Publicly Available Telephone service**.
- 13.2 Upon the **Subscriber's** written request addressed to the **Provider's Contact Centre**, the **Provider** will block outgoing calls to numbers designated by the **Subscriber**, unless such blocking of outgoing calls for a relevant **service** is done by another **Provider** of **publicly available electronic communications service**. This **service** is charged according to the valid **Price List for Publicly Available Telephone service**.
- 13.3 As for the publicly available telephone service the **Provider** allows its subscribers, or users, to make free-of-charge calls to an integrated European emergency number "112" as well as to national emergency numbers set forth in the numbering plan ("emergency numbers"). Emergency numbers function for reporting incidents when life, health, property or public interest is endangered.
- 13.4 In the event that the **Subscriber**, or **User**, makes chaffy calls to Emergency numbers the **Provider**, upon a request of a subject operating a centre for receiving calls to emergency numbers, is to block operations of the telecommunication terminal equipment such chaffy calls are made from if such call was originated on its communication network (i.e. to limit the service provision actively and passively). Upon the **Subscriber's** request the Czech Telecommunication will decide whether such telecommunication terminal equipment can be put back into operations or not. Calls to Emergency numbers for any other reasons but the ones set forth in the last sentence of Clause 13.3 are deemed chaffy calls.
- 13.5 As for the **publicly available telephone service** the **Provider** allows its **Subscribers**, or **Users**, to make calls to European harmonized numbers.
- 13.6 As for the **publicly available telephone service** the **Provider** ensures, upon its **subscriber's** written request containing the pertinent properties and on subscriber's own expenses, a service of an identification of the subscriber number the chaffy calls were made from, retroactively for specific calls that the **subscriber** indicates as chaffy ones, but not later than within two (2) months from the date of such call.
- 13.7 In the event that the **Subscriber** receives the pertinent request it is to provide another provider of the **publicly available telephone service** or operator with all information that is necessary for identification of a subscriber number (i.e. identification of its own subscriber) the chaffy calls were made from, retroactively for specific calls that the **subscriber** indicates as chaffy ones, but not later than within two (2) months from the date of such call.
- 13.8 The subscriber number identification pursuant to the previous clauses is to be understood as the provision of information on physical and legal persons listed in the Section 41, Clause 5 of Act 127/2005 Coll. even in the event that the **subscriber** refused to have its phone number listed in the telephone directory or database the information on subscriber phone numbers are provided through.
14. **Protection of personal data on Subscribers and confidentiality of information**
- 14.1 The **Provider** collects and administers an actual registry of **Subscribers** and **service users** containing personal, identification, contact and operational data. The **Provider** undertakes to compile, process and use such data on **Subscribers** and **users** in compliance with the legal order of the Czech Republic, especially in compliance with Act 101/2000 Coll., on personal data protection, as amended, Act 127/2005 Coll. as amended, Act 480/2004 Coll., on some services of the information society, as amended, Act 133/2000 Coll., on register of citizens and birth registration numbers, as amended in order to perform the **agreement** duly, or the **service** provisioning, provision, or billing. Only the **Provider's** authorized employees or other subjects that process the personal data and/or use the identification or operational data upon an agreement with the **Provider** (e.g. **authorized partners**, subjects ensuring the billing of services, handling the **Subscribers'** inquiries or claims, ensuring a protection of **Provider's** interests), or upon the pertinent legal regulation, can handle the personal, identification, contact and operational data. These other individuals shall be bound by the **Provider** to observe the obligations arising from this **agreement** and the relevant legal regulations when processing a data on the **Subscriber**. Moreover, they can process such data only within the extent necessary for the activities they exercise for the **Provider**. The operational data, i.e. any data processed that is necessary for a message transmission through a network of electronic communications or the billing, is compiled, processed and used by the **Provider** in order to transfer a message through its **services** and/or **communication network**, or to make a bill for the **service** provided. The **Provider** is authorized to process and use the operational data as long as there expires a period for which such **service** bill can be challenged legally or the payment extracted; pursuant to Section 90, Clause 3 of Act 127/2005 Coll. the **Provider** is to save operational data provided to the **subscriber** or **user** until the pertinent dispute is resolved pursuant to Section 129, Clause 2 of Act 127/2005 Coll. or as long as there expires a period for which such **service** bill of provision of the **publicly available service of electronic communications** can be challenged legally or the payment extracted, except for the cases set forth by the pertinent legal regulations (e.g. provision of such operational information to state administration bodies authorized pursuant to Section 97 of Act 127/2005 Coll.). The **Provider** is authorized to relay personal, identification or operational data to other providers of the services of the **communication networks**, or operators of **communication networks** in order to ensure an interconnection and access to a **communication network** as well as for a mutual accounting and identification of a misuse of **communication networks** and services of electronic communications, whereas a repeated delay in payment of prices for the **services** or chaffy calls made are understood as the misuse



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- of a network and services of electronic communications. The **Provider** shall also save and provide operational, personal, identification or contact data for the use of state administration authorities in compliance with the relevant legal regulations. The operational data is not processed and saved by the **Provider** for marketing purposes; in the case of **payment services** there is processed no other operational data but the one necessary for a transfer of message through the network of telecommunication communications (service provision) or service billing.
- 14.2** The **Subscriber** explicitly agrees that the **Provider** is authorized to compile, process and use the data on the **Subscriber** for business purposes only upon the **Subscriber's** prior written consent except that the **Provider** is authorized to list the **Subscriber** in its reference list. Furthermore, the **Subscriber** expressly agrees that its personal, identification or contact data might be provided by the **Provider** to the companies which are controlled by the **Provider**, either directly or indirectly, or to companies which are controlled, either directly or indirectly, by the person also controlling the **Provider**, or to companies which control the **Provider**, either directly or indirectly ("Holding"), **authorized partners**, or subjects which ensure the activities set forth in the section 14.1 above for the **Provider**, subjects ensuring a marketing support, publication of phone directories or information on **subscriber** phone numbers if not explicitly stipulated otherwise in the **agreement**.
- 14.3** The **Subscriber** acknowledges that the **Provider** is obliged to provide, forthwith and free of charge, an entrepreneur ensuring a connection to the public fixed communication network of the subject which ensures a centre for receiving calls to Emergency numbers with actual personal data or identification data of all subscribers in order to localize, or identify, calling party for calls to Emergency numbers.
- 14.4** The contracting parties consider all the individual contractual terms and conditions agreed to by the **Subscriber** and **Provider** to be a business secret (pursuant to section 504 of Act 89/2012 Coll. or section 17 et seq. of Act 513/1991 Coll., as amended) and confidential (pursuant to Section 1730 par. 2 of Act 89/2012 Coll. or section 271 of Act 513/1991 Coll., as amended), as well as all information regarding the other party that arises from the **agreement** concluded or that becomes known in relation to its fulfilment. In order to prevent its misuse, this information shall not be revealed to any third party (except for Holding) without the consent of the other contracting party. This confidentiality obligation remains in effect for three (3) years following the **agreement's** expiration.
- 14.5** Divulgement to a third party is not regarded as a violation of the confidentiality obligation stipulated in clause 14.3 if it demonstrably possesses at least one of the following attributes:
- the information is publicly known or publicly accessible even before its divulgement to a third party,
  - the information must be shared with a third party for legal reasons, or
  - the information must be shared with a third party in order to protect the legitimate interests of the Provider.
- 14.6** The **Subscriber** explicitly gives its consent that the **Provider**, Holding and/or other individual that obtain or process the **Subscriber's** personal or contact data on the basis of the agreement with the **Provider** are for the conditions established in Act 101/2000 Coll., on Personal Data Protection, as amended, and by this article herein entitled to process the **Subscriber's** personal or contact data for the purpose of using such personal or contact data in its business activities (for marketing and service offering) and to do so for the period from the time of providing that consent until three (3) years following the termination of the **agreement**. The **Subscriber** is entitled at any time to retract this consent via written notification to the **Provider's** address (this does not apply to cases in which the processing of personal data is conducted on the basis of an obligation stipulated by special legal regulations). The **Subscriber** declares and acknowledges that it was informed of all its rights arising from the aforementioned law before granting the given consent.
- 14.7** The **Subscriber/User** explicitly agrees that its telephone conversation with the **Contact Centre** operator, with the operator or specialist of the **Provider's** Customer Care Centre or with a sales representative of the **Provider's** SOHO and SME Department or with the relevant operator of an external company's contact centre can be monitored and recorded by the **Provider** exclusively for the purpose of internally monitoring provided services, improving their quality and protecting the authorized interests of the **Provider**, and the **Subscriber/User** also gives its consent for the relevant record to be saved by the **Provider** for the necessary period.
- 14.8** The **services** also consists in the frequent sending of information e-mails on other offers by the **Provider** to the **Subscriber's** address of that of its contact person. These information emails can have the character of a commercial message pursuant to Act 480/2004 Coll., the law on some services of an information company as amended. The **Subscriber** has in accordance with the law the right to refuse at any time further sending of commercial messages. Commercial messages are not information of a technical, operation and information nature concerning the **agreement** or its annexes.
- 15. Amendment to the agreement**
- 15.1** The **agreement** can only be amended as follows:
- 15.1.1** by adding a new **Service specification** annex signed by authorised representatives of both contracting parties;
- 15.1.2** by replacing a **Service specification** with a new **Service specification** (changed **Service specification**) signed by **authorised representatives** of both contracting parties or also in an electronic form in the cases specified in the Operating Terms and Conditions;
- 15.1.3** by written and numbered annexes, signed by **Authorised representatives** of both contracting parties or by annexes concluded in an electronic form in the cases specified in the Operating Terms and Conditions; and
- 15.1.4** with the coming into effect of new **General Terms and Conditions, Operating Terms and Conditions**, Service Description, relevant Price List, or the **Claims Procedure**, or with the coming into effect of additional terms and conditions modified;
- 15.1.5** verbally by phone call between the **Subscriber** with the **Authorised representative** and/or **Contact person of the Provider**, or with an operator of the contact centre of an external company that is explicitly (contractually) authorized by the **Provider** to do this. This shall apply in cases in which the **Provider** surrenders, if it so desires, the requirement for a written form of amendments to the contractual terms and conditions concerning the individual types of **services** and the **subscriber** explicitly agrees with a verbal form of amending the contractual terms and conditions.
- 15.1.6** electronically through the **Provider's** web interface (portal);
- 15.1.7** by adding a new annex of the **Service Specification** named "SIM cards configuration" signed by **authorised representatives** of both contracting parties;
- 15.1.8** by replacing annex of the **Service Specification** named "SIM cards configuration" with a new annex of the **Service Specification** (changed annex "SIM cards configuration") signed by **authorised representatives** of both contracting parties.
- 15.2** The **Provider** is entitled to amend a concluded **agreement** and/or **Service specification** to the extent of:
- (i) the price of the **services**;
  - (ii) the method and conditions applicable to the billing of the **services**;
  - (iii) the method, extent, parameters and conditions applicable to the provision of the **services** (including the discontinuation, restriction or changes in the provisioning of the **service** and introduction of new **services**);
  - (iv) the extent of **Subscriber's** rights and duties and the **Provider's** rights and duties;
  - (v) the method and conditions applicable to the filing and handling of complaints and resolving the disputes;
  - (vi) the liability for damage;
  - (vii) the term of the **agreement** and/or **Service specification**;
  - (viii) the part relating to the conditions and amount of payments;
  - (ix) methods of conclusion, amendment and termination of the **agreement** and/or **Service specification**;
  - (x) methods for the delivery of communications and used definitions;
  - (xi) reservations in relation to the laws and regulations;
  - (xii) payment transactions;
  - (xiii) the processing and storing of personal, identification, traffic and location data;
  - (xiv) the parts that are governed by the laws and regulations or subject to a decision issued by a court or an administrative body;
  - (xv) the terms of the removal of the **service's** defects, **Service** accessibility, types of the customer services, SLA services as well as the terms of their provision and use;
  - (xvi) the terms of the breaching of the **agreement** and/or **Service specification** by the **Subscriber** or the **Provider** including specification of the sanctions related thereto. To the extent defined above, the **Provider** may amend the **agreement** and/or **Service specification** for example due to:
- (i) inflation;
  - (ii) introduction of new **Services**;
  - (iii) change in the conditions on the electronic communications market;
  - (iv) network quality improvement; or
  - (v) development of new technologies.
- 16. Duration and termination of agreement**
- 16.1** The **agreement** and/or **Service specifications** is concluded for an indefinite period, unless it is explicitly agreed in the **agreement** or **Service specifications** that they are concluded for a definite period (an arranged minimum period of use of the service does not mean a definite period). The minimum period for using a **publicly available telephone service** is given in the relevant **Price List** for **Publicly Available Telephone service** or **Services Price List**, unless otherwise stipulated in the relevant **Service specification, agreement** or annex to the **agreement**. The minimum period for using other **services** is established as twelve (12) months, unless otherwise stipulated in the relevant **Services Price List, Service specification, agreement** or annex to the **agreement**. Such minimum periods of **publicly available electronic communications service** use are counted from the day of **service** provisioning, or from the day of conducting a change of **service** pursuant to the changed **Service specification**. The **Subscriber** shall use the service for the minimum term of use of the service use determined in compliance with the previous sentences of this Clause. If the **subscriber** fails to meet its obligation to use the **service** for the minimum term of the service use the **provider** is authorized, in the cases set forth in these **General Terms and Conditions**, to charge the **subscriber** and the **subscriber** is to pay to the **provider** an amount pursuant to clause 16.2.3.
- 16.2** The **Subscriber** may cancel in writing the **agreement** or an individual **service**:
- 16.2.1** within seven (7) days from the delivery of a notification of change in contractual terms and conditions, particularly in the **General Terms and Conditions, Claims Procedure, Operating Terms and Conditions, Service specifications, Price List** for **Publicly Available Telephone service** or **Services Price List**, in the event of a change of the contractual terms and conditions when there are changed terms and conditions of the **agreement** set forth at the provisions of section 63, par. 1 of the Act 127/2005 Coll. explicitly stated in the provision of section 63, par. 6 of the Act 127/2005 Coll.; in such case the **agreement** or an individual **service** is terminated as of the date on which will expire the validity of the original document valid for the



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- contractual relationship between the Provider and the Subscriber to whose the relevant change occurs; if the Subscriber does not deliver to the Provider a notice as stipulated in this clause within seven (7) days upon notification of relevant changes in contractual terms and conditions, particularly in the General Terms and Conditions, Claims Procedure, Operating Terms and Conditions, Service specification, Price List for Publicly Available Telephone service or Services Price List, this is taken as the Subscriber's approval of the new wording in the specified documents and this agreement and the relevant services remain valid.
- 16.2.2** with immediate effect, i.e. on the day of delivery of written notice to the Provider, in reaction to a substantial violation of contractual obligations by the Provider in the following cases:
- the Provider repeatedly, even after written notification from the Subscriber, has not established the requested service within ten (10) calendar days following the expiration of the deadline set for the establishment of the given service in the agreement, Services Price List, service Description or the relevant Service specification;
  - the Provider repeatedly, even after written notification from the Subscriber, has not carried out a change in the service agreed in writing within 10 (ten) calendar days from the expiration of the deadline given for carrying out the change in the given service in the agreement, service Description, Services Price List or relevant Service specification;
  - the Provider repeatedly causes damage to the Subscriber's tangible property;
- 16.2.3** for an agreement or Service specifications concluded for a indefinite or definite period for any other reasons as well, or without stated reason the notice period is: a) thirty (30) days in the event of the termination of the provision of publicly available electronic communications service which begins to run from the first day immediately following the delivery of the notice to the Provider, and b) three (3) months in the event of the termination of the provision of other Services which begins to run from the first day of the month immediately following the delivery of the notice to the Provider. In case of agreement's termination resulting in the termination of provision of publicly available electronic communications services as well as in termination of provision of other Services, relevant Services shall be terminated to the day of expiration of the relevant notice periods relating to such Services and the agreement as such shall be terminated to the day of expiration of the last of the Service's notice periods. If the Subscriber gives notice of cancellation pursuant to this clause that the notice period will end earlier than the minimum period of service use stipulated pursuant to 16.1 or earlier than agreed definite period, then the Provider has the right to charge the Subscriber, for the period between the end of the notice period and the expiration of the stipulated minimum period of service use or of agreed definite period, a the amount which is determined in the following manner:
- 20% of the aggregate sum of recurring monthly costs and minimum usage-based costs (minimum monthly payment) for the publicly available telephone service;
  - 20% of the aggregate sum of recurring monthly costs (minimum monthly payment) for other publicly available electronic communications services
  - the costs relating to the telecommunication equipment which has been provided to the Subscriber under special advantageous terms.
- If a recurring monthly cost and/or minimum usage-based cost (minimum monthly payment) is charged in the amount of CZK 0 or is not charged at all, then the recurring monthly cost and/or minimum usage-based fee (minimum monthly payment) are set by the Services Price List, valid to the day when the agreement/Service specification is terminated, is used for determining the amount pursuant to this clause.
- 16.3** Cancellation of the agreement does not affect the Subscriber's obligations to pay the Provider all amounts due, nor does it affect the bilateral liability for any possible legal injury.
- 16.4** The Provider may withdraw from the agreement or from an individual service (part of mobile service) with immediate effect, i.e. the day of delivery of written notice to the Subscriber:
- 16.4.1** in the event of repeated and/or serious non-compliance with the contractual terms and conditions on the part of the Subscriber;
- 16.4.2** if there exists well-founded suspicion that the Subscriber is misusing the public communication network or using the service (part of mobile service) in contradiction with the generally binding laws or in contradiction with good morals, including but not limited to the following:
- the Subscriber intentionally or out of negligence supports or facilitates any illegal activities, or is linked to them;
  - communication that violates the rights to personal protection, disseminates slander, disseminates computer viruses, or violates ownership rights or copyrights;
  - the Subscriber violates the security of the system or network in an attempt to gain unauthorised access;
  - the Subscriber uses data, systems and networks in an unauthorised manner or tests the vulnerability of systems or networks in an unauthorised manner;
- the Subscriber violates security and authorisation procedures without an explicit consent of the owner of the system or network;
  - the Subscriber interferes in services provided to other users, host systems or networks – e.g. in the form of willfully overloading the system (mail bombing) or other interference with malicious intent;
  - the Subscriber disseminates unrequited e-mail and contributes to discussion groups in contradiction with the rules of the discussion group, or otherwise violates the principles of civil coexistence;
  - the Subscriber makes malicious or harassing calls to other users or Subscribers, including to users and Subscribers of other Providers of a public telephone service;
  - the Subscriber make malicious or harassing calls to emergency line numbers; in the event that the Subscriber does not use the given service within one (1) month from the provisioning of such service by the Provider;
- 16.4.3** in the event that the Subscriber had its subscription cancelled or changed the terms and conditions of subscription of a publicly available telephone service that is necessary for the provision of the service without the Provider's consent (this also applies for cases in which the cancellation of or change in the subscriber's terms and conditions occurs due to another provider of the relevant publicly available telephone service, e.g. the termination of a subscriber agreement due to the non-performance of contractual terms and conditions by the subscriber).
- 16.4.5** in the event that the Subscriber regularly is in default with payment or regularly fails to pay the price for services (part of mobile service), whereas for the purposes of this provision the regularly default with payment means payment of at least two (2) successive billing of the price following the payment due date and regular non-payment is for the purposes of this provision understood as the existence of at least three (3) unpaid bills for services (part of mobile service).
- 16.4.6** If termination of the agreement by the Provider occurs pursuant to 16.4.1, 16.4.2, 16.4.3, 16.4.4 or 16.4.5 the Provider has the right to charge the Subscriber and the Subscriber is obliged to pay the Provider the amount according to clause 16.2.3.
- 16.5** The Provider may terminate the agreement concluded for an indefinite period or definite period or an individual service (Service specifications) for any reason or without stating a reason; the notice period is three (3) months and begins with the first day of the month following the delivery of the notice to the Subscriber.
- 16.6** The Provider may terminate the agreement or an individual service (part of mobile service) with immediate effect, i.e. the day of delivery of written notice to the Subscriber in case that:
- 16.6.1** upon researching the feasibility of establishing a service (carrying out a change) or during the service (part of mobile service) establishment itself (carrying out a change) it determines that the service (part of mobile service) in question cannot be provided or a change cannot be carried out due to technical reasons;
- 16.6.2** in providing a service, (part of mobile service) conducting a change in the service (part of mobile service) or correcting failures, the Subscriber does not provide sufficient co-operation to the Provider in accordance with the agreement.
- 16.6.3** if it consists of cases stipulated in 4.1.6, in which the Provider is not obliged to establish or change a service (part of mobile service) as requested by the Subscriber;
- 16.6.4** In case of terminating the agreement or individual service pursuant to 16.6.2, the Provider has the right to charge the Subscriber and the Subscriber is obliged to pay the amount, which is governed by clause 16.2.3.
- 16.7** If the Subscriber is an individual who, in concluding and fulfilling the agreement, does not act within the scope of its business activities, and if a) the agreement or individual service is concluded by an Authorised partner or the Provider outside its normal business premises, the Subscriber is entitled to withdraw in writing from the agreement or individual service within fourteen (14) days from the day of the agreement's conclusion, regardless of whether the service was established or not, or within one (1) month from the day of the agreement's conclusion, if the service had not been established yet. The Subscriber is not entitled to withdraw from the agreement or individual service pursuant to the previous sentence if the Subscriber explicitly arranged a visit of the authorised partner or Provider to conclude an agreement or individual service. b) an agreement or individual service concluded via long-distance communication, the Subscriber is entitled to withdraw from the agreement or from individual services up to the moment the relevant (first) service is established. The Subscriber is obliged to deliver to the Provider's address notice in writing of withdrawal from the agreement or individual service pursuant to this clause, letter a) by the deadlines given herein; the subscriber is obliged to give notification of withdrawal from the agreement or services pursuant to this clause letter b) at the Provider's contact centre by the deadlines given herein.
- 16.8** In case of providing transfer of the Subscriber's telephone number (number portability) from the Provider, in the case of introducing another carrier's preselection, in the case of introducing the WRL service at another operator, or in the case that the Subscriber cancels the operator preselection service and/or WLR in favor of the Provider, or cancels subscription or makes, without the Provider's approval, a change in the terms and conditions of subscription of a publicly available telephone service that is necessary for the provision of a service by the Provider (this also applies for cases in which there occurs the cancellation or change in the subscription of another provider or the relevant publicly available telephone service, e.g. the termination of a subscription agreement due to the non-performance of contractual terms and conditions by the subscriber), the relevant individual services that cannot be provided to the Subscriber without a ported telephone number or owing to the set carrier preselection or the WLR service, or due to cancellation of or change in the terms and conditions of the subscription, will be terminated on the day on which a new receiving Provider of publicly available electronic communications service has delivered to the Provider a notification of activation of the transferred telephone number with such a Provider or with the commencement of the carrier preselection



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service or the WLR service pursuant to the **Provider's** records, or the day in which the **Provider** ascertains that it is not capable of providing **services** pursuant to the agreed parameters in the **agreement**, or **Service specifications**, due to the fact that the subscription was cancelled or a change occurred, without the **Provider's** consent, in the terms and conditions of the publicly available telephone service of another provider that is necessary for the provision of a service by the **Provider**. Termination of the individual **service** pursuant to the previous sentence is understood for the purposes of the **agreement** as the termination of such a **service** through a cancellation by the **Subscriber** pursuant to clause 16.2.3. The **Provider** is thus entitled to charge the **Subscriber** the amount according to the clause 16.2.3. In the event that, due to reasons given herein, there occurs a termination of the **agreement** and/or **service (Service specifications)** concluded for a definite period before the agreed period elapses, regardless of whether if there is or is not an agreed minimum period of service use, or concluded for indefinite period before elapsing agreed minimum period of service use, the **Provider** is entitled to charge the **Subscriber** and the **Subscriber** is obliged to pay the amount according to 16.2.3.

- 16.9** The **agreement** or an individual **service** can also be terminated by mutual consent of the contracting parties. Also in case of **agreement** or **service** termination by mutual consent of the contracting parties the **Provider** is entitled to charge the **Subscriber** and the **Subscriber** is obliged to pay the amount according to 16.2.3 if such termination is before the expiration of definite period or stipulated minimum period of **service** use.
- 16.10** The **agreement** will be terminated at such time that the provision of the last individual **service** is discontinued.
- 16.11** Either the **Provider** or the **Subscriber** is entitled to withdraw from the **agreement** with immediate effect, i.e. on the day of a delivery of written notification on withdrawal to the other Party, if the other Party ceases to be an entity fully competent to carry out legal acts, its authorization to conduct business related to the subject of the **agreement** is no longer valid, or the other Party goes into liquidation, insolvency proceeding with this Party has already been commenced and has still been in progress, motion for bankruptcy is rejected due to insufficient assets, or there commenced an execution of a decision (execution) through a sale of the assets, or there were breached duties within Section 122, Clause 2 of Insolvency Act during a moratorium period declared by the law. The **Provider** is also entitled to withdraw from the **agreement** with immediate effect if forced administration is imposed on the **Subscriber**.
- 16.12** On terminating the **agreement** or individual **service** through a notice of cancellation submitted by the **Subscriber** before the **service** is established and provided or a change in **service** has been carried out, the **Subscriber** is obliged to pay to the **Provider** the amount according to 16.2.3. The previous sentence also applies to cases of a termination of the **agreement** or individual **services** before the establishment of or change in a **service** for reasons given in 16.8 or cancellation of an **agreement** or individual **services** by the **Provider** pursuant to 16.6.2, before the establishment of or change in the **service**.
- 16.13** On termination of the **agreement**, the **Subscriber** is obliged to return to the **Provider** without unnecessary delay all the **Provider's** property. All claims and liabilities arising from the **agreement** shall be settled between the contracting parties no later than 45 (forty-five) calendar days from the **agreement's** termination.
- 17. Delivery of and necessary information included in the cancellation or notice of withdrawal from the agreement or individual service**
- 17.1** The **Provider** shall deliver the notice by post, in person or in another agreed manner to the **Subscriber's** address of which the **Provider** was last informed. A notice submitted to the appropriate place by an official post carrier and not picked up by the **Subscriber** within 7 (seven) days of its submission is also considered as delivered.
- 17.2** The legal acts exercised through fax, electronic mail, SMS, MMS or data box are also deemed written legal acts of the **Provider**.
- 17.3** The delivery is effective even in the event that the **Subscriber** does not dwell at the mailing address the **Subscriber** stated in the **agreement**. This does not stand in the event that the **Provider** delivered a document to a mailing address the **Subscriber** made the **Provider** acquainted that such address was no longer actual.
- 17.4** If it is delivered through a **public communication network** (especially by fax, electronic mail, SMS or MMS) a document is considered delivered at the moment of confirmation of the document's delivery to the **Subscriber's** electronic address (e-mail), or confirmation of the successful transmission of data (fax) and if there is no such confirmation then on the date subsequent to the date of sending such document to the **Subscriber's** phone number or e-mail address at the latest.
- 17.5** If the **Subscriber** refuses to accept the document, the date of delivery is considered to be the day of such refusal.
- 17.4** Cancellation of the **agreement** or an individual **service** by the **Subscriber** must be done in writing, provided that any electronic (soft) form, or a delivery of the termination notice through the electronic mail, is not deemed as a written form, must be signed by the **Subscriber** or the **Subscriber's Authorised representative** and must contain adequate information so that it is clear who is submitting the cancellation and the

reasons for the cancellation (such information includes in particular: company name or name and surname of **Subscriber**, **Subscriber's** registered office or permanent address (residence), company's registration number, **Subscriber's** personal ID number or date of birth, number of **agreement** or individual **service** to be terminated), otherwise the cancellation is invalid. That delineated in the previous sentence similarly applies for notification of withdrawal from the **agreement** or from an individual **service** by the **Subscriber** as well.

- 18. Liability and compensation for legal injury**
- 18.1** The **Provider** is responsible only for the foreseeable legal injury that the **Subscriber** demonstrably incurred owing to the **Provider's** fault, up to the maximum amount of three hundred thousand Czech Crowns (CZK 300,000) except for cases excluding a statutory liability and cases set forth in clause 18.3 below, when the **Provider** shall not be obliged to compensate the **Subscriber (user)** for any legal injury incurred. If, however, the legal injury pursuant to this clause occurred through the **Provider's** intentional act or gross negligence, the **Provider** is obliged to pay compensation for such legal injury in the demonstrable amount.
- 18.2** The **Provider** shall first use the amount pursuant to clause 18.1. to settle any accounts receivable due from the **Subscriber**. If such accounts receivable do not exist or do not suffice to cover the amount designated as legal injury compensation, the **Provider** shall provide the **Subscriber** with the **service** free of charge in the relevant amount (or at a charge reduced by the amount of the legal injury compensation). Only in the event that legal injury compensation is to be paid after the end of the **agreement's** validity will this compensation be paid monetarily.
- 18.3** In case of non-provision of **service** or imperfect provision of the **service** pursuant to the **agreement**, the **Provider's** responsibility is limited to the obligation to promptly correct the defect and adequately lower the cost, or return the unjustified charged and paid amount (or the difference between the unjustified charged amount and actual price for the **service** provided). The **Provider** is thus not obliged to compensate **Subscribers** or users of a **service** for damage that results from the non-provision of a **service** or from faulty provision of a **service**.
- 18.4** The **Subscriber** is responsible only for the foreseeable legal injury that the **Provider** demonstrably incurred owing to the **Subscriber's** fault, or for the foreseeable legal injury caused to the **Provider** by a third party that the **Subscriber** allowed to be caused by this third party, up to the maximum amount of three hundred thousand Czech Crowns (CZK 300,000) except for cases excluding a statutory liability. If, however, the legal injury pursuant to this clause occurred through the **Subscriber's** intentional act or gross negligence, the **Subscriber** is obliged to pay compensation for such legal injury in the demonstrable amount.
- 18.5** The **Subscriber** is responsible for legal injury the **Provider** incurs if, despite previous notices from the **Provider**, it continues in activities that the **Provider** had indicated were a misuse of the **service**.
- 18.6** The **Subscriber** is fully liable to the **Provider** for legal injury caused by a **user** to whom it intentionally or from negligence allowed use of the **service**, if the **User**, despite previous notification of the **Subscriber** by the **Provider**, continues in activities that the **Provider** had indicated were a misuse of the **service**.
- 18.7** At such time as the **Subscriber** acknowledges or the **Provider** proves legal injury pursuant to 18.4, 18.5 or 18.6, the **Subscriber** shall fully pay compensation within 30 (thirty) calendar days through a bank transfer to the **Provider's** account.
- 18.8** For the purposes of Act 513/1991 Coll. definition "legal injury" used in this article or elsewhere in this document means damage.
- 19. Joint and final provisions**
- 19.1** The contractual relations between the **Subscriber** and **Provider** are governed by Czech law, namely **Act 127/2005 Coll.**, on electronic communication, as amended and Act 513/1991 Coll., Commercial Code, as amended, for the **Subscribers**, who has **agreement** validly concluded before January 1, 2014 or Act 89/2012 Coll., Civil Code, as amended, for other **Subscribers**.
- 19.2** Possible disputes between the contracting parties arising from the **agreement** that are not resolved amicably and whose resolution is not within the competence of the relevant administrative body in accordance with **Act 127/2005 Coll.** will be decided by arbitration proceedings in accordance with Act 216/1994 Coll., on Arbitration Proceedings, as amended, by the Arbitration Court of the Czech Economic Chamber and Czech Agrarian Chamber through a council of three arbitrators according to its Rules. The place of arbitration shall be Prague. The issued arbitration finding is final and enforceable. If the contracting parties do not reach an agreement on the choice of arbitrators within thirty (30) days, they will submit the dispute to the relevant court in accordance with Act 99/1963 Coll., the Code of Civil Procedure, as amended.
- 19.3** Legal acts delivered by post, courier, fax or e-mail are considered written in the form designated. Signatures of the **Subscriber** and the **Provider** may be replaced by an electronic approval in the Internet network, in because such method is usual with regard to the nature of the **service**, if it is not expressly provided otherwise herein or elsewhere in the **agreement**. Legal acts exercised through the **Provider's** web interface (portal) are deemed to be in writing providing there are met all terms and conditions set forth in the **agreement** for such legal acts.
- 19.4** In case the provisions of individual parts of the **agreement** are in conflict with the documents stated below, the provisions stated in the **agreement** successively prevail in the following order:
- 19.4.1** numbered annexes to the **agreement** in the order from the most recent to the least recent;
- 19.4.2** **Service specifications**
- 19.4.3** **agreement**;
- 19.4.4** Selected price programme for a publicly available telephone service;
- 19.4.5** **Services Price List**;





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- 19.4.6 Commercial terms and conditions of Payment services;
- 19.4.7 service Description (SLA service Description);
- 19.4.8 Operating Terms and Conditions;
- 19.4.9 Claims Procedure;
- 19.4.10 General Terms and Conditions.
- 19.5 Invalidity of any of the **agreement's** provisions, due to a change in law or the decision of authorised government bodies or by a decision of the contracting parties, does not affect the validity of the **agreement's** other provisions. The contracting parties undertake that, if necessary, they will replace the invalid provisions with valid ones without unnecessary delay.
- 19.6 By signing the **agreement** the **Subscriber** acknowledges that it is acquainted with the various parts of the agreement and documents mentioned in clause 19.4 above, that it agrees with them and that it will observe the conditions given therein and binding for the **provider** and **subscriber (user)**.
- 19.7 The **General Terms and Conditions**, Operating Terms and Conditions and **Claims Procedure** of the **Provider**, or additional contractual documents as the case might be, are available at all of the **Provider's** contact sites intended for contacts with the public and at the web site [www.gts.cz](http://www.gts.cz) or [t-mobile.cz](http://t-mobile.cz).
- 19.8 If not stipulated otherwise by the contractual parties the valid wording of documents set forth in Clause 19.4 in Czech shall prevail over other language variants of the said documents.
- 19.9 These **General Terms and Conditions** (the general part as well as special parts) become valid and take effect as of **March 1, 2018**.



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

## SPECIAL PROVISIONS

(Special part of the General Terms and Conditions)

### PART A – MOBILE SERVICES

#### 1. GENERAL PROVISIONS

1.1 If not explicitly stipulated otherwise in this special part of the **General Terms and Conditions** any and all terms and conditions set forth in the general part of these **General Terms and Conditions** shall apply to the **mobile services** set forth herein. In case the provisions of this Special part are in conflict with the provisions of the General part of the **General Terms and Conditions**, the provisions stated in this Special part prevail over the provisions in the General part of the **General Terms and Conditions**.

1.2 For avoidance of doubts the **service** or **mobile service** in the case of **mobile services** means all SIM cards stated in **Service specification** and its annex "SIM cards configuration". Each SIM card stated in **Service Specification** and its annex "SIM cards configuration" is only one part of the individual **mobile service** defined in relevant **Service Specification** - SIM card = part of **mobile service** (hereinafter "part of **mobile service**").

#### 2. CONCLUSION OF THE AGREEMENT FOR MOBILE SERVICES, ITS AMENDMENTS AND ITS TERMINATION

2.1 Forthwith after the conclusion of the **agreement** or **Service specification** (including its annex "SIM cards configuration") for a provision of **mobile services** through a **mobile network** or after ordering a SIM card through the **Provider's** web interface (portal) the **Provider** or its sales representative will issue a SIM card to the **Subscriber**, or – as the case might be – will send it to the **Subscriber's** mailing address set forth in the **agreement**.

2.2 Annex to the **Service Specification** named "SIM cards configuration" may exist in the written form or this written form may be replaced by specifying configuration of SIM cards by the **Subscriber** via the web interface (portal) of the **Provider** and by its acceptance of the **Provider**.

2.3 Besides the conclusion of a change **Service specification** (including its annex "SIM cards configuration") the modifications can also be exercised upon the **Subscriber's** request effectuated through the **Provider's** web interface (portal) and accepted by the **Provider** pursuant to the terms and conditions set forth in the **agreement** for such modification. Decreasing/increasing number of SIM cards shall be deemed a change of the **mobile service** (change of **Service specification** and its annex "SIM cards configuration"), not as establishing/termination of the **mobile service** (respectively not as termination/conclusion of **Service specification**).

2.4 If not explicitly stipulated otherwise in the pertinent **Service specification** the **Service specification** is concluded for a definite term. If the **Service specification** is concluded for a definite term and neither of the contracting parties express its intention to terminate such **Service specification** upon expiring the term of the **Service specification** not later than 30 days prior to the expiration date of such **Service specification** the **Service specification** is automatically extended (is transferred) to an indefinite term with the option to terminate it in writing without disclosing any reason in compliance with Clauses 16.2.3 and 16.5 of **General Terms and Conditions**.

2.5 The **Service specification** comes into power on the date either of the contracting parties have signed it and becomes effective upon the **mobile service** provisioning, i.e. the definite term of the **Service specification** agreed on or the minimum period for service usage commences on the **mobile service** provisioning date; the **mobile service** is provisioned upon an activation of the first SIM card on the basis of the **Service specification** (including its annex "SIM cards configuration").

2.6 In the event that the **Service specification** is concluded for a definite term the agreement on a termination of the **service (Service specification)** owing to the telephone number portage from the **Provider** regulated in the Clause 16.8 of **General Terms and Conditions** is not valid for such contractual relationship because in such case the telephone number cannot be portaged from the **Provider** before the day the definite term expires on providing there has not been the **Service specification** automatically extended to the indefinite term in compliance with the pertinent agreement concluded between and by the contracting parties when the phone number can be portaged as soon as the pertinent **Service specification** (part of **mobile service**) is duly terminated upon the **Subscriber's** written request in compliance with the pertinent provisions set forth in this **agreement**, particularly in compliance with the **General Terms and Conditions**.

2.7 The rights and duties resulting from the **agreement** shall be valid within a full extent even after the **agreement** termination owing to whatever reason for any and all **Service specifications** their agreed term and/or minimum period for service usage term exceeds the term of the **agreement** under termination (or – as the case might be – all **Service specifications** their term and/or minimum period for service usage term is to expire after the **agreement** termination). All **Service specifications** remain valid even after the **agreement** termination; the rights and obligations stipulated by the pertinent **agreement** remain valid even after its termination. **Service specifications** that remain valid even after the **agreement** termination will be terminated upon expiration of their terms and/or minimum period for service usage without any further necessary legal act, especially without a necessity to deliver a notification on the **Service specification** termination or delivery of the pertinent **Service specification** termination notice if such **service** is not terminated owing to other reasons prior to the expiration of the definite period or minimum period for service usage (e.g. immediate termination owing to a serious breach of contractual terms and conditions). The definite term of the **Service specification** agreed on is extended by the period of time for which the provision of **mobile services** was interrupted owing to reasons on the **Subscriber's** side. Even though the **Subscriber** settles all monetary obligations during such interruption of the **mobile services** provision such interruption will extend the **Service specification** term.

2.8 The **Subscriber** is entitled to terminate the **Service specification** concluded for definite or indefinite period in accordance with Clause 16.2.3.

2.9 **Service** provisioning shall be terminated by deactivation of the last SIM card set forth in relevant **Service Specification** (including its annex "SIM cards configuration").

2.10 Part of **mobile service** may be changed (decreasing/increasing number of SIM cards) only by the agreement concluded between and by the contracting parties or by the transferring of the **Subscriber's** telephone number (number portability) from the **Provider** to the date of expiration of the agreed period of relevant **Service specification** (concluded for a definite period), respectively in case of **Service specification** concluded for indefinite period by the transferring of the **Subscriber's** telephone number (number portability) from the **Provider** after the expiration of the notice period, which in the case of part of **mobile service** is identical with the notice period for the **service (Service Specification)**.

#### 3. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER

3.1 The **Subscriber** is required within the communication with the **Provider** to disclose to the **Provider** its identification details (personal data) in order to identify the **Subscriber** according to the **Provider's** rules.

3.2 **Mobile services** via **mobile network** may be utilized only through the SIM card provided by the **Provider**.

3.3 The **Subscriber** is authorized neither to interfere in the software on the SIM card or other equipment of the **Provider** nor copy it without the **Provider's** consent.

3.4 The **Subscriber** is not authorized, without the written consent of the **Provider**, to connect to the **mobile network** via SIM card such electronic communication equipment which may be used to concentrate the traffic from the other electronic communication equipments (e.g. PBX, GSM Gateway), or via such electronic communication equipments to route the traffic to the **public communications network** of the **Provider** or to the **mobile network** of the **mobile network operator** without the pertinent interconnection agreement. The breach of this provision is deemed the misuse of **mobile services** and there arises an obligation of the **Subscriber** to pay to the **Provider** a contractual fee amounting to CZK 10,000 for each SIM card the **Subscriber** had had active on the day when such routing (roaming) was proved for the first time in the event that such obligation was breached in the **mobile network**. The breach of this provision is also a reason for the termination of the **agreement** or **Service specification** (part of **mobile service**) by the **Provider** pursuant to Clause 16.4.1.

3.5 The **Subscriber** is not authorized to send to other **Subscribers** any messages containing non-requested publicity or which can be deemed worrisome for other reasons (spam). The breach of this ban is the misuse of **mobile services** that might be a reason a reason for the termination of the **agreement** or **Service specification** (part of **mobile service**) by the **Provider** pursuant to Clause 16.4.1.

#### 4. RIGHTS AND OBLIGATIONS OF THE PROVIDER

4.1 The **Provider** is required to disclose to the **Subscriber** any and all information on security codes that are necessary for the use of **mobile services**, especially PIN and PUK codes.

4.2 The **Provider** is authorized to restrain a provision of **mobile services** for a period of time necessary for a realization of measures or legitimate decisions decreed by an administration or judicial body.

4.3 The **Provider** is authorized to effectuate a change of the settings in connection with **mobile services** (part of **mobile service**) provided to the **Subscriber** including SIM card setup even without the **Subscriber's** consent providing that such measures is in favor of the **Subscriber** or is necessary in order to provide **mobile services** duly.



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Such modification can be effectuated even remotely without physical presence of the **Provider's** staff.

4.4 The **Provider** is authorized to deal with anybody as with the **Subscriber** if such person meets the terms and conditions for the identification and not to exercise any act required if the **Subscriber** fails to duly identify itself or there is a reasonable suspicion of a misuse of identification means.

4.5 The **Provider** shall provide the **Subscriber** or its representative with information on **mobile services** provided to the **Subscriber**, their setup, sum in arrears, etc.

4.6 The **Provider** is authorized to provide different **Subscribers** with different prices, offers, quality of services, and level of customer care subject to their meeting the **Provider's** objective criteria as e.g. volume of **mobile services** in use (including in conjunction with other **services**), number of **agreements** or **Service specifications**, or their term of duration. The **Provider** is authorized to provide a higher level of customer care against the payment even to those **Subscribers** that do not meet the objective criteria determined.

4.7 The **Provider** does not undertake any responsibility with regard to the quality of calls made through the Internet computer network. The **Provider** is not responsible for the performance of third parties.

4.8 The SIM card remains the property of the **mobile network operator** for the entire term of the **agreement** or **Service specification**. Not **Provider**, nor **mobile network operator**, is not to be taken responsible for the data stored on the SIM card by the **Subscriber**.

## 5. PAYMENT TERMS AND CONDITIONS OF MOBILE SERVICES

5.1 The billing of prices for **mobile services** (part of **mobile service**) and related **services** provided via a mobile network commences on the date of the activation of the SIM card or **service** selected (part of **mobile service**).

5.2 Prices for **mobile services** provided by the third parties are billed to the **Subscriber** under the terms and conditions determined for the pertinent **mobile service** of the third party. Prices for remaining services the **Provider** is authorized to provide, e.g. payment **services**, are governed by the provisions of special terms and conditions for the given **service**.

5.3 If the **Subscriber** cannot be billed for any of the **mobile services** (part of **mobile service**) or other **services**, or a part of such services as the case might be, at the bill for the billing period the **mobile service** or other service was provided within such service will be taken into account at the nearest possible subsequent billing, even after the termination of the pertinent **agreement** or **Service specification** (termination of relevant part of **mobile service**).

## 6. RESTRAINT AND INTERRUPTION OF THE PROVISION OF MOBILE SERVICES

6.1 The **Subscriber** consents that a SMS or e-mail is the provable notification that the pertinent price was not settled within the bill maturity period including an alternate maturity date.

6.2 Besides the cases set forth in the **General Terms and Conditions** herein (especially in Article 10) the **Provider** is authorized to restrain, or – as the case might be – interrupt, even forthwith, the provision of **mobile services** (part of **mobile service**), including other services, to the **Subscriber** in the cases as follows:

- In the event that there arise serious technical and operational reasons, especially if there seems to be a danger that the security and integrity of the **mobile network** might be deteriorated owing to damage to or destruction of the electronic communication equipment,
- In the case of crisis situations, especially in the state of army readiness, natural calamities, threat to the state security,
- Upon an act or decision of a juridical or administrative body.

6.3 In the event that there occurs abnormally high traffic or unusual type of traffic at any of the SIM cards or within the use of any **service** provided via **mobile network** (e.g. there will be noticed calls to exotic destinations or to audiotext numbers or **payment services**, roaming, even though there were no such calls at all or their volume was rather low in the past) the **Provider** is entitled to interrupt a provision of **mobile services** or other **services** to the **Subscriber**. The **Provider** informs the **Subscriber** that it exercised its right by SMS message or – as the case might be – by other suitable manner. The restraint of the provision of **mobile services** or other services might also pertain to other SIM cards or provided **mobile services** or other **services** of the **Subscriber**, i.e. not only to those ones where was indicated an unusually high traffic or unusual type of traffic.

## 7. FUP (FAIR USAGE POLICY) FOR MOBILE SERVICES

7.1 The rules set forth herein are valid for the **mobile services** (part of **mobile service**) billed through a monthly flat fee. The **Subscriber** undertakes to use the **mobile services** for its own use exclusively. **Mobile services** shall not be used for telemarketing, call center, wholesale termination and/or transit of the telecommunication traffic or any other resale. False traffic generation through the generators of traffic, automatic dialing or similar features is prohibited. So is prohibited any excessive increase in the traffic or to concentrate the traffic through the electronic communication equipment as PBX or GSM Gateway. Use of the **mobile service** in contradiction with the previous provisions is deemed the misuse of the **mobile service**. In the case of the **mobile service** (part of **mobile service**) misuse the **Provider** is authorized to restrain or interrupt active use of the **mobile service** (part of **mobile service**), fold billing of the mobile service (part of **mobile service**) through a flat monthly fee and commence billing of the **mobile service** (part of **mobile service**) by minutes pursuant to the currently valid **Services Price List** effective as of the date of the **Provider's** notification and/or charge the **Subscriber** with below mentioned contractual penalty.

## 8. CONTRACTUAL FEES AND FINANCIAL SETTLEMENT

8.1 In the event that the **Subscriber** breaches any of its duties set forth in the General part of the **General Terms and Conditions** in the clauses 5.2.1 to 5.2.5, 5.2.11 to 5.2.14, 5.2.21 to 5.2.24 or carries out any of the activities defined in the clause 16.4.1 or breaches any of its duties set forth in this special part A of the **General Terms and Conditions**, respectively if the **Subscriber** breaches any other duty stated in the **agreement** and if such breach is connected with the **Provider's** right to withdraw (notice with immediate effect) from the **agreement** or **Service specification**, or in the event that the **Subscriber** fails to settle, duly and in time, two subsequent bills or the **Subscriber** has three unsettled bills at least, or the **Subscriber** is in delay with payment of any of its monetary obligation towards the **Provider** over the period of three (3) months the **Provider** has the right to charge the **Subscriber** a contractual fee amounting to a sum of: (a) 20% of the aggregate sum of recurring monthly costs and minimum usage-based costs; (b) 20% of the aggregate sum of minimum monthly payments for the period (even uncompleted) from the day of restraint of the active use of the **service** (part of **mobile service**) and/or termination of the **agreement** and/or **Service specification** from the **Provider's** side owing to the **Subscriber's** breach of duties till the end of the stipulated term of the **agreement** and/or **Service specification** and/or till the end of a minimum service usage term agreed on for the **services** under termination. Decisive is the recurring monthly price, minimum usage-based price, minimum monthly payment set forth in the currently valid **Services Price List**, respectively stated elsewhere in the **agreement**. Entitlement to such contractual fee shall not arise in the case of **agreements** concluded for an indefinite term in which the minimum service usage term is not stipulated, or – as the case might be – where the minimum service usage term has already expired. Minimum monthly payment applies to **Service specification**, rather than to individual SIM cards, i.e. the amount of minimum monthly payment is not affected by increasing/decreasing of the number of SIM cards assigned to relevant **mobile service** (relevant **Service specification**).

8.2 If the **Subscriber** breached its obligation to adhere to the stipulated minimum monthly payment, there arises the **Subscriber's** duty to pay to the **Provider** the difference between the billed prices for provided **services** included in the minimum monthly payment and agreed amount of the minimum monthly payment (or the **Subscriber** shall be charged with the amount equal to the minimum monthly payment instead of actual prices for provided **services**) pursuant to the currently valid **Services Price List** agreed on, or otherwise agreed on in the **agreement** or **Service specification**.

8.3 If the **Subscriber** breached the prohibition set forth in paragraph 5.2.16 (General part of the **General Terms and Conditions**) and/or FUP - (FAIR USAGE POLICY) for **mobile services** (Article 7 of this Part A of special section of the **General Terms and Conditions**), such breach is deemed the misuse of **mobile services** and there arises an obligation of the **Subscriber** to pay to the **Provider** a contractual fee amounting to CZK 10,000 for each SIM card relating to the breach of the prohibition set forth in paragraph 5.2.16 (General part of the **General Terms and Conditions**) and/or FUP - (FAIR USAGE POLICY) for **mobile services** (Article 7 of this Part A of special section of the **General Terms and Conditions**). The violation of the prohibition set forth in paragraph 5.2.16 (General part of the **General Terms and Conditions**) and/or FUP - (FAIR USAGE POLICY) for **mobile services** (Article 7 of this Part A of special section of the **General Terms and Conditions**) is also the reason for the restraining of the active use of the **service** or the SIM card by the **Provider**, respectively the reason for the termination of the **agreement** or **Service specification** (part of **mobile service**) by the **Provider** pursuant to Clause 16.4.1 (General part of the **General Terms and Conditions**).

8.4 The **Provider** is authorized to bill the contractual fee through a separate bill or through the bill together with **mobile services**. In such case the **Provider** is to separate contractual fees from other amounts billed. The **Subscriber** undertakes to settle the contractual fees by their maturity date stated on the pertinent bill. By settling the contractual fees the **Subscriber** is not exempted from its duty to settle other outstanding amounts. The **Provider's** right for damage indemnification or **Provider's** right to withdraw (notice with immediate effect) from the **agreement** or **Service specification** is not affected by the exercising or settlement of the contractual fees.

## 9. MEASURES AGAINST A MISUSE OF MOBILE SERVICES



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- 9.1 As soon as the **Subscriber** detects a loss, theft or misuse of its SIM card or **service** (part of **mobile service**) provided via a **mobile network** the **Subscriber** undertakes to inform the **Provider** about such situation forthwith and the **Provider** will take the pertinent measures barring the misuse of the SIM card or **service** (part of **mobile service**) provided via a **mobile network** within four hours from the time of the pertinent notification. The same applies in the event of the **Subscriber's** suspicion about a misuse of passwords and security codes.
- 9.2 The **Subscriber** undertakes to take any and all reasonable measures in order to protect personalized security items, namely all passwords, PIN and PUK the **Provider** provides **mobile services** (part of **mobile service**) to the **Subscriber** through, or any other security codes. In the case of a justified suspicion of their disclosure the **Subscriber** undertakes to change its password or security code forthwith.
- 9.3 In the event that the SIM card is lost, stolen or damaged or the PUK code is disclosed the **Provider** will issue a new SIM card to the **Subscriber** for the price and under the terms and conditions set forth in the **Services Price List**.
- 9.4 If not stipulate otherwise in the **agreement**, especially in the **Service description**, the **Subscriber** is responsible for a payment for **mobile services** (part of **mobile service**) misused for five hours since the moment the **Subscriber** notified the **Provider** about the misuse. The same applies in the event that there are misused password and security codes.
10. **AMENDMENT TO THE AGREEMENT, SERVICE SPECIFICATION OR SERVICE PARAMETERS**
- 10.1 The **Subscriber** may ask for a change of the **agreement**, or **Service specification** (including its annex "SIM cards configuration"), or modification of parameters of **mobile services** (part of **mobile service**) through the **Provider's** contact center, web interface (portal) or otherwise under the **Provider's** actual terms and conditions. The **Provider** is authorized not to effectuate the change asked for e.g. in the event of technical restrictions, of the **Subscriber's** debt, when the provision of **mobile services** is restrained or interrupted, or during the notice period, etc. The **Subscriber** is fully responsible for the amendment to the **agreement** or **Service specification** (including its annex "SIM cards configuration"), or modification of parameters of **mobile services** (part of **mobile service**) effectuated through the **Provider's** web interface (portal) as well as for other acts carried out upon logging in into this portal. Detailed terms and conditions as well as rules for the access and work at the **Provider's** web interface (portal) might be regulated in the pertinent document the **Subscriber** will be made acquainted with. The **Subscriber** undertakes to adhere to the determined terms and conditions as well as rules for the access and work at the **Provider's** web interface (portal).
- 10.2 The change of the **agreement** or **Service specification** (including its annex "SIM cards configuration"), or change of parameters of the **mobile services** (part of **mobile service**) will be confirmed from the **Provider's** side by effectuating the modification requested, in writing or by any other appropriate manner, e.g. via e-mail, or through the **Provider's** web interface (portal).
11. **NETWORK MAINTENANCE, SIGNAL COVERAGE**
- 11.1 The **Provider** or **mobile network operator** is authorized to undertake technical modifications and maintenance of the **mobile network** that might rarely precipitate by a temporary reduction of the availability of **mobile services** (part of **mobile service**). The **Provider** will inform **Subscribers** such effect might affect them about such measure by a reasonable manner and without any unreasonable delay providing that such **Subscribers** can be identified beforehand.
- 11.2 Areas of coverage by a radio signal for the provision of **mobile services** via **mobile networks** are shown in a graphic form at the orientation map posted on [www.gts.cz](http://www.gts.cz) that is being updated on a regular basis. Given the character of the radio waves spreading as well as limited graphical picture the **Provider** does not guarantee that the **Subscriber** will always be able to access the network within the areas the map shows as covered by the signal. Non-coverage of some parts of the Czech Republic by a signal does not constitute the **Subscriber's** right to withdraw from (terminate) the **agreement** or **Service specification**.
12. **LIABILITY FOR DAMAGE**
- 12.1 If not stipulated otherwise in the **agreement** the **Provider** is not liable to the **Subscriber** for damage caused by a misuse of security codes and passwords, loss or misuse of SIM card or **mobile services** (part of **mobile service**) provided on the **mobile network**, technical means secured insufficiently, acting in contradiction with the **agreement**,

**Service specification**, Terms and conditions for a provision of payment services, other contracting documents, terms and conditions of other services or legal regulations, incorrect data specification, e.g. addresses, failing to utilize free units, faulty provision and/or non-provision (interruption) of the **mobile service** (part of **mobile service**), including services provided by the third parties.

- 12.2 The **Provider** is not liable to the **Subscriber** for damage caused in connection with abnormally high traffic or unusual type of traffic at any of the SIM cards or within the use of any **mobile service**, respectively in connection with (not) interruption of the provisioning of **mobile services** or other **services** to the **Subscriber** by the **Provider** in the cases of abnormally high traffic or unusual type of traffic.

## 13. CHANGE OF CONTRACTING TERMS AND CONDITIONS

- 13.1 The **Provider** is authorized to change a scope, terms and conditions, quality and price of **mobile services** (part of **mobile service**) or – as the case might be – terminate the provision of current **mobile services** (part of **mobile service**) owing to an inflation, introduction of new services, changes of the conditions on the electronic communications, network upgrading, development of new technologies, etc. The **Provider** undertakes to substitute the **mobile services** (part of **mobile service**) that are to be terminated by other similar services if it is technically and economically feasible.

## PART B- ICT SERVICES AND ADDITIONAL SERVICES

### 1. GENERAL PROVISIONS

- 1.1 If not explicitly stipulated otherwise in this special part of the **General Terms and Conditions** any and all terms and conditions set forth in the general part of these **General Terms and Conditions** shall apply to the **ICT services** set forth herein. In case the provisions of this Special part are in conflict with the provisions of the General part of the **General Terms and Conditions**, the provisions stated in this Special part prevail over the provisions in the General part of the **General Terms and Conditions**.

- 1.2 This Special part of the **General Terms and Conditions** is valid for **Service Specifications** of **ICT Services** which become valid after May 31, 2013.

### 2. CONCLUSION, DURATION AND TERMINATION OF THE SERVICE SPECIFICATION

- 2.1 If not explicitly stipulated otherwise in the pertinent **Service specification** the **Service specification** is concluded for a definite term. If the **Service specification** is concluded for a definite term and neither of the contracting parties express its intention to terminate such **Service specification** upon expiring the term of the **Service specification** not later than 30 days prior to the expiration date of such **Service specification** the **Service specification** is automatically extended (is transferred) to an indefinite term with the option to terminate it in writing without disclosing any reason in compliance with Clauses 16.2.3 and 16.5 of **General Terms and Conditions**.

- 2.2 The **Service specification** comes into power on the date either of the contracting parties have signed it and becomes effective upon the **ICT service** provisioning, i.e. the definite term of the **Service specification** agreed on or the minimum period for service usage commences on the **ICT service** provisioning date.

- 2.3 The rights and duties resulting from the **agreement** shall be valid within a full extent even after the **agreement** termination owing to whatever reason for any and all **Service specifications** their agreed term and/or minimum period for service usage term exceeds the term of the **agreement** under termination (or – as the case might be – all **Service specifications** their term and/or minimum period of service usage term are to expire after the **agreement** termination). All **Service specifications** remain valid even after the **agreement** termination; the rights and obligations stipulated by the pertinent **agreement** remain valid even after its termination. **Service specifications** that remain valid even after the **agreement** termination will be terminated upon expiration of their terms and/or minimum period of service usage term without any further necessary legal act, especially without a necessity to deliver a notification on the **Service specification** termination or delivery of the pertinent **Service specification** termination notice if such **ICT service** is not terminated owing to other reasons prior to the expiration of the definite period or minimum period of service usage term (e.g. immediate termination owing to a serious breach of contractual terms and conditions). The definite term of the **Service specification** agreed on is extended by the period of time for which the provision of **ICT services** was interrupted owing to reasons on the **Subscriber's** side. Even though the **Subscriber** settles all monetary obligations during such interruption of the **ICT services** provision such interruption will extend the **Service specification** term.

- 2.4 The **Subscriber** is entitled to terminate the **Service specification** in writing at the moment the definite term agreed on has already expired.

### 3. RIGHTS AND OBLIGATIONS OF THE CONTRACTUAL PARTIES

- 3.1 The **Provider** is authorized to provide different **Subscribers** with different prices, offers, quality of **ICT services** and level of customer care depending on their meeting objective criteria, as e.g. volume of **ICT services** utilized (including in connection with other **services**), number of **agreements** or **Service specifications**, or their term of



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- duration. The **Provider** is authorized to provide a higher level of customer care against payment even to those **Subscribers** that do not meet the objective criteria determined.
- 3.2 The **Provider** is not liable for any damage that the **Subscriber, users** and/or third parties suffer owing to/in connection with non-provision (interruption) and/or faulty provision of any **ICT service** pursuant to the **agreement** and pertinent **Service specification** including a prospective loss of data (damage to data) the **Subscriber, users** and/or third parties suffer unless such damage is caused by a willful act or gross negligence of the **Provider**. The **Provider's** liability for damage that suffered the **Subscriber** and/or **users** by any other manner is governed by the relevant provisions set forth in the general part of these **General Terms and Conditions**.
- 3.3 The following clauses set forth in the general part of these **General Terms and Conditions** shall not be valid for the provision of **ICT services**: 4.2.3, 4.2.4, 4.2.5, Articles 11, 12, 13.
- 4. CHANGE OF CONTRACTING TERMS AND CONDITIONS**
- 4.1 The **Provider** is to inform the **Subscriber** at least 14 calendar days in advance about amendments to the terms and conditions pertaining the **ICT services**, especially about amendments to the terms and conditions set forth in the **General Terms and Conditions, Rules for Claims, Operating Terms and Conditions, Service Description, Services Price List** in a manner the **Subscriber** chose for a delivery of bills, or through the electronic mail send to the **Subscriber's** contact person or through a registered mail sent to the **Subscriber's** mailing address.
- 4.2 In the case of amendments to the terms and conditions pertaining to the **ICT services** when there are changed essential requirements of the **agreement** and such changes of terms and conditions lead to a substantial deterioration in the **Subscriber's** position so that the **Subscriber** is authorized to withdraw from the pertinent individual **ICT service (ICT Service specification)** the subject of which is a provision of **ICT service** without any sanction pursuant to 16.2.1 of the **General Terms and Conditions** in the event that the **Subscriber** refuses to accept such change of terms and conditions. Contracting parties agree that any and all documents changed or modified terms and conditions pertaining to **ICT services** when such modifications of essential requirements of the **agreement** indeed lead to a deterioration in the **Subscriber's** position but the **Subscriber** does not use its right to withdraw from the pertinent individual **ICT service (ICT Service specification)** without any sanction pursuant to 16.2.1 of the **General Terms and Conditions** come into power on the date set forth in therein or on the date set forth in the pertinent notification to the **Subscriber** regardless any other necessary further acceptance from the **Subscriber's** side. The right to terminate the **ICT Service specification** pursuant to this provision does not arise in the event that the terms and conditions (of the **agreement**) upon a modification of legal regulations or upon a decision of the Czech Telecommunication Office in compliance with Act 127/2005 Coll. The **Subscriber** is not authorized to terminate entire **agreement** owing to change of terms and conditions of **ICT services**; the **Subscriber** can only withdraw from the pertinent **ICT Service specification**.
- 4.3 Contracting parties agree that any and all documents changed or modified terms and conditions when there are not changed essential requirements of the **agreement** and when such modifications of the pertinent provisions do not lead to a deterioration in the **Subscriber's** position are to come into power on the date set forth in therein or on the date set forth in the pertinent notification to the **Subscriber** regardless any other necessary further acceptance from the **Subscriber's** side.
- 4.4 Once a year the **Provider** is authorized to increase unilaterally prices for **ICT services** provided by annual inflation expressed by an increment of the annual consumer price index for the past calendar year announced by the Czech Statistical Office. The **Provider** is to notify the **Subscriber** about that by March 31 of the pertinent calendar year at the latest. This increase cannot be used for prices for the electric power consumed which are billed to the **Subscriber** separately (i.e. which is not included in recurring monthly fees) for some **ICT services**.
- 4.5 Whenever once a year the **Provider** is authorized to increase unilaterally prices for the electric power consumed which is billed separately (i.e. it is not included in recurring monthly fees) for some of **ICT services** in the event that the price for power will be increased by 2% and over by the power distributor the **Provider** has a contract for the electric power supply, and/or the average price of three largest power distribution companies on the Czech Republic market increased by 2% and over.
- 4.6 Whenever the **Provider** is authorized to increase unilaterally prices for the software licenses provided to the **Subscriber** in connection with **ICT services** in the event that the price of the software licenses will be increased to the **Provider** by the supplier of such software licenses.
- 4.7 The effectiveness of the increase in prices for **ICT services** and/or prices for the electric power consumed and/or prices for the software licenses is to be assessed by the **Provider** at its notification to the **Subscriber** providing that there should be period of one month minimally between the delivery of such notification to the **Subscriber** and effectiveness of such increase. The **Provider** is to inform the **Subscriber** about such increase of prices for the provision of **ICT services** and/or price for the electric power consumed and/or prices for the software licenses in a manner the **Subscriber** chose for a delivery of bills, or through electronic mail sent to the **Subscriber's** contact person, or through a registered mail sent to the **Subscriber's** address. The unilateral increase in prices for the provision of **ICT services** and/or in prices for the electric power consumed and/or in prices for the software licenses mentioned herein is not deemed an essential requirement of the **agreement**, or change leading to a deterioration of the **Subscriber's** position, hence the **Subscriber** is not authorized to terminate the pertinent **ICT service (ICT Service specification)** without a sanction pursuant to Clause 16.2.1 of **General Terms and Conditions**.
- 4.8 The **Provider** is authorized to change scope, terms and conditions, quality and price of **ICT services** or – as the case might be – terminate the provision of current **ICT services** owing to an inflation, introduction of new services, changes of the conditions on the electronic communications, network upgrading, development of new technologies, etc. The **Provider** undertakes to substitute the **ICT services** that are to be terminated by other similar services if it is technically and economically feasible.
- 5. BREACHING OF THE CONTRACTUAL TERMS AND CONDITIONS**
- 5.1 In the event that the **Subscriber** breaches any of its duties set forth in the General part of the **General Terms and Conditions** in the clauses 5.2.1 to 5.2.5, 5.2.11 to 5.2.14, 5.2.21 to 5.2.24 or carries out any of the activities defined in the clause 16.4.1 or breaches any of its duties set forth in this special part B of the **General Terms and Conditions**, respectively if the **Subscriber** breaches any other duty stated in the **agreement** and if such breach is connected with the **Provider's** right to withdraw (notice with immediate effect) from the **agreement** or **Service specification**, or in the event that the **Subscriber** fails to settle, duly and in time, two subsequent bills or the **Subscriber** has three unsettled bills at least, or the **Subscriber** is in delay with payment of any of its monetary obligation towards the **Provider** over the period of three (3) months the **Provider** has the right to charge the **Subscriber** a contractual fee amounting to a sum of: (a) 100% of the aggregate sum of recurring monthly costs and minimum monthly payments for the period (even uncompleted) from the day of restraint of the active use of the **service** and/or termination of the **agreement** and/or **Service specification** from the **Provider's** side owing to the **Subscriber's** breach of duties till the end of the stipulated term of the **agreement** and/or **Service specification** and/or till the end of a minimum service usage term agreed on for the **services** under termination. Decisive is the recurring monthly price and minimum monthly payment set forth in the currently valid **Services Price List**, respectively stated elsewhere in the **agreement**. In the event that the amount of the contractual fee cannot be assessed pursuant to the previous sentence it stands that the contractual fee is assessed to amount to CZK 10,000 for each **service** under termination the **Subscriber's** duties were breached at and for each (even uncompleted) billing period from the date the service active use was restrained on and/or the termination of the **agreement** and/or **Service specification** from the **Provider's** side owing to the **Subscriber's** breach of duties till the end of the stipulated term of the **agreement** and/or pertinent **Service specification**, or till the end of the minimum service usage term agreed on for the **services** (part of **mobile service**) under termination. Entitlement to such contractual fee shall not arise in the case of **agreements** concluded for an indefinite term in which the minimum service usage term is not stipulated, or – as the case might be – where the minimum service usage term has already expired.
- 5.2 The **Provider** is authorized to bill the contractual fee through a separate bill or through the bill together with **ICT services**. In such case the **Provider** is to separate contractual fees from other amounts billed. The **Subscriber** undertakes to settle the contractual fees by their maturity date stated on the pertinent bill. By settling the contractual fees the **Subscriber** is not exempted from its duty to settle other outstanding amounts. The **Provider's** right for damage indemnification or **Provider's** right to withdraw (notice with immediate effect) from the **agreement** or **Service specification** is not affected by the exercising or settlement of the contractual fees.
- 6. RESTRAINT OF A PROVISION OF THE ICT SERVICE**
- 6.1 The **Provider** is authorized to correct, delete, modify or upgrade the software installed at components of the **ICT service** any time, if it is presumed that it is required for the purposes of maintenance or increase in a quality of the **ICT service**. The **Provider** is primarily authorized to halt a provision of the **ICT service** temporarily under the terms and condition set forth in the **agreement** in connection with a planned maintenance.
- 6.2 The **Subscriber** is responsible for activities that the **Subscriber** effectuates through the **ICT service**; the **Subscriber** is primarily responsible for the contents of the data the **Subscriber** stored on hardware and software within the **ICT service**. The **Subscriber** undertakes not to perform activities not to misuse the **Provider's** **ICT services** for transferring information that might endanger a security of the state or other public interest, is immoral, in variance with customs, principles of fair commercial relations, or is otherwise in variance with generally binding legal regulations,



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standards, EU standards or international pacts the Czech Republic is bound to, or is in variance with the terms and conditions of the **agreement**.

6.3 The **Subscriber** undertakes not to disseminate illegal content, in particular the information containing violence in any form, or other immoral information through **ICT services**. The **Subscriber** also undertakes to utilize legally acquired and licensed software only.

6.4 The **Subscriber** is not authorized to use the **Provider's ICT services** in order to send unrequested information to the third parties (SPAM), utilize **ICT services** in a manner endangering, restraining or attacking another server/services or to perform activities that would somehow bother the third parties, violate or could violate their rights, e.g. attack other servers/services and other equipment (DoS), spread viruses, worms, Trojan horses, perform activities publicly known as spoofing of IP or ARP addresses. The **Subscriber** also declares explicitly that the **Subscriber** neither will operate public software for data sharing of the P2P type nor will share data within P2P networks through **ICT services**.

6.5 The **Subscriber** is responsible for any and all applications running within the **ICT service** including the data transfers coming from instances the **Subscriber** induces within the **ICT Service**. The **Subscriber** is also responsible for any and all activities the **Subscriber** realizes through **ICT services** or within the use of **ICT services**. The **Subscriber** is to protect its authentication keys and security access codes received from the **Provider**. Activities carried out with the use of the **Subscriber's** codes will be deemed the activities carried out by the **Subscriber** or the **Subscriber's** authorized administrator the **Subscriber** is also fully responsible for.

6.6 In the event that there exists a suspicion pertaining a breach of any **Subscriber's** duty set forth in the **agreement**, in particular at the **Service specification**, **Service description** or these **General Terms and Conditions**, or duties set forth in this special part of the **General Terms and Conditions**, or duties set forth in legal regulations pertaining to **ICT services** the **Provider** is authorized to perform a check of the data on the server, software, or the **ICT service** usage from the **Subscriber's** side. Furthermore, the **Provider** is authorized especially to interrupt or restrain server operations or provision of the **ICT service** any time and without any preceding warning of the **Subscriber** if the **Provider** discovers any breach of duties set forth in the **agreement**, in particular in the **Service specification**, **Service description** or these **General Terms and Conditions**, on the **Subscriber's** side. The **Provider** is to inform the **Subscriber** about such restraint of server operations or provision of **ICT services** without any delay.

## 7. SOFTWARE OWNERSHIP AND USAGE

7.1 The **Subscriber** is authorized to install to **ICT service** legally acquired software only, or use it through **ICT services**. The **Subscriber** is to get acquainted with the license terms and conditions of the pertinent software and always adhere to them. The **Subscriber** is always responsible for any prospective breach of license terms and conditions of the particular software (delivered by the **Subscriber**, **Provider** or any third party).

7.2 In the event that the software installed by the **Subscriber** impacts on the function (due provision) of the **ICT service**, or – as the case might be – there arises an assumption that the software installed by the **Subscriber** might impact on the function (due provision of the **ICT service**) the **Subscriber**, upon the **Provider's** requisition, is to remove (uninstall) such software or modify it (e.g. by a modification of the configuration) so that such software would no longer impact on a due provision of the **ICT service**. If the **ICT service** is impacted by software installed (used) by the **Subscriber**, or installed (used) by the third person, the **Subscriber** allowed to install and/or use such software to, the **Provider** is not responsible for a provision of the **ICT service**. In the event that the **Subscriber** fails to correct the software issue within 2 working days minimally from the pertinent delivery of the pertinent request of the **Provider** to uninstall or modify software used (installed) within the **ICT service** the **Provider** is authorized to restrain or halt the provision of the **ICT service** to the **Subscriber** without any preceding warning.

7.3 In the case of the **ICT service** with a professional service (service administration) the above mentioned shall also apply to software its installation does not require administrator rights.

7.4 In the event that software requires administrator rights it is possible to install it within the **Subscriber's ICT service** through the **Provider's** professional service (service administration) as soon as the **Provider** verifies the impact of such software on the provision of the **ICT service** and consents to the installation of such software within the **ICT service**. If the software installation within the **ICT service** requires a special care and preparation the **Provider** is authorized to ask the **Subscriber** for a reimbursement of the price for the additional installation of software

according to hours of the actual work performed (refer to hourly rate for a work performed set forth in the currently valid **Services Price List**).

7.5 The **Provider** bears no responsibility towards the **Subscriber** for a delivery of software the **Subscriber** needs in order to utilize the **ICT service** and for the installation of which bears responsibility the **Subscriber**. Similarly, the **Provider** bears no responsibility for the software, or its functionality, which is installed upon the **Subscriber's** request.

7.6 Software put into a template is provided "as it was provided by the software supplier – as it is" without any explicit or assumed warranties, without salability guarantee or feasibility for the specific purpose among other things.

7.7 The **Provider** neither guarantees nor accepts responsibility for accuracy or integrity of the information, text, graphic, references or other items implicated in the software.

7.8 The **Provider** bears no responsibility for the pertinent software delivered; neither is responsible for the software functioning and aptness to meet the **Provider's** requirements. The **Provider** primarily bears no responsibility that the software delivered is fully functioning in conjunction with other software of the **Subscriber**.

7.9 In any case the **Provider** and its suppliers are not liable for any damage the **Subscriber** or **users** suffered (a lost profit, interruption of a business activity, damaged or lost information or data among other things) owing to the software usage or impossibility to utilize the software.

## 8. GOVERNING LAW

8.1 The provision of **ICT service** is not governed by Act 127/2005 Coll. The provision of **ICT services** is governed primarily by Act 89/2012 Coll., Civil Code and other legal regulations of the Czech Republic.

## PART C – PAYMENT SERVICES AND SERVICES OF THIRD PARTIES

### 1. GENERAL PROVISIONS

1.1 If not explicitly stipulated otherwise in this special part of the **General Terms and Conditions** any and all terms and conditions set forth in the general part of these **General Terms and Conditions** shall apply to the **payment services** set forth herein. In case the provisions of this Special part are in conflict with the provisions of the General part of the **General Terms and Conditions**, the provisions stated in this Special part prevail over the provisions in the General part of the **General Terms and Conditions**.

1.2 Detailed terms and conditions for the provision of **payment services** are regulated by the **Provider's** Commercial terms and conditions of Payment services. Their actual wording is posted on [www.gts.cz](http://www.gts.cz). The **Subscriber** hereby declares that the **Subscriber** made itself acquainted with them and agrees to them.

1.3 In the event that there is a discrepancy between Commercial terms and conditions of Payment services and these **General Terms and Conditions** (both the general and special part) the Commercial terms and conditions of Payment services prevails.

### 2. CHANGE OF CONTRACTING TERMS AND CONDITIONS

2.1 The **Provider** is authorized to change unilaterally Commercial terms and conditions of Payment services any time. However, the **Provider** is to inform the **Subscriber** about change of these Commercial terms and conditions of Payment services at least 14 calendar days in advance in a manner the **Subscriber** chose for a delivery of bills, or through the electronic mail send to the **Subscriber's contact person** or through a registered mail sent to the **Subscriber's** mailing address. In the event that the Commercial terms and conditions of Payment services were changed the **Subscriber** is not authorized to withdraw from the **agreement** and/or the pertinent individual **Service specification (service or SIM card)**. Contracting parties agree that any and all contractual documents changed, or contractual terms and conditions changed come into power on the date set forth therein, or on the date set forth in the pertinent notification to the **Subscriber** regardless of any necessary acceptance from the **Subscriber's** side.

### 3. CONCLUSION AND TERMINATION OF THE AGREEMENT FOR PROVISIONING OF THE PAYMENT SERVICES

3.1 The **Subscriber** acknowledges and agrees to that if the **Subscriber** does not explicitly agrees otherwise with the **Provider** in the **Service specification** (including its annex "SIM cards configuration") there will also be automatically activated **payment services** to the **Subscriber** together with the **service** provisioning. Simultaneously with the **service** provisioning there is automatically concluded a general (framework) agreement on a provision of payment services in the sense of Act 284/2009 Coll. as amended, on the system of payments. The general (framework) agreement on a provision of payment services is always concluded for the same term as the pertinent **Service specification** providing that upon a termination of the **Service specification** there is also terminated the pertinent general (framework) agreement on a provision of payment services. The **Provider** together with the **providers** of services of third parties hereby informs the **Subscriber** that all receivables of these third parties were



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assigned to the **Provider** by the pertinent third party hence the **Provider** is authorized to bill them to the **Subscriber** and – as the case might be – enforce them at the pertinent body (especially administrative authority or court) on its own behalf and on its own account. The **Subscriber** hereby acknowledges this information.

#### 4. GOVERNING LAW AND DISPUTES SETTLEMENTS

4.1 The rights and duties of contracting parties with respect to the **payment services** are governed by Act 284/2009 Coll. as amended, on the system of payments, besides other legal regulations.

4.2 Pursuant to Act 229/2002 Coll. as amended, on a financial arbiter, the financial arbiter is competent to arbitrate discrepancies regarding the **payment services** as well. A motion for a trial chaired by the financial arbiter is to be submitted to the financial arbiter's address. The actual address of the financial arbiter is posted on [www.cnb.cz](http://www.cnb.cz).