

ČD - Telematika a.s. GENERAL TERMS AND CONDITIONS OF SERVICE PROVISION

issued in accordance with Section 63 et seq. of Act No. 127/2005 Coll., on electronic communications and on amendments to certain related acts

1. Opening Provisions

- 1.1 These General Terms and Conditions regulate the procedures for concluding, amending and terminating the Framework Service Provision Agreement, Sub-Agreements on Service Provision, and the terms and conditions under which ČD - Telematika a.s. provides the services specified below, as well as related matters and procedures.
- 1.2 These General Terms and Conditions apply to the following services provided by ČD - Telematika:
- a) **Publicly available electronic communications services:**
 - i. publicly available telephone service;
 - ii. internet access services.
 - b) **Non-public electronic communications services:**
 - i. Circuit leasing;
 - ii. data transmission services;
 - iii. other voice services.
 - c) **Other services:**
 - i. dark fibre leasing;
 - ii. server housing services;
 - iii. technology unit leasing services;
 - iv. other services which, according to the relevant contractual documents, are to be governed by these General Terms and Conditions.
- 1.3 Terms defined in these General Terms and Conditions shall have the same meaning in all contractual documents, unless expressly stated otherwise therein.
- 1.4 Terms not expressly defined in these General Terms and Conditions shall be interpreted in accordance with the Electronic Communications Act.
- 1.5 In addition to the Services listed in point 1.2 above, the Provider may also provide additional services according to its current offer, which are listed in the Price List of Services or whose prices are determined by agreement between the parties based on an individual calculation by the Provider.

2. Definition of Terms

- 2.1 The **"Price List of a Service"** is a written document which sets out the unit (tariff) prices for a provided Service. The Price List exists exclusively for the publicly available telephone service and other voice services. A Price List does not have to be set for some of the Services listed in paragraph 1.2 a) to c) of these General Terms and Conditions. The price of such Services shall be determined by agreement between the parties based on an individual calculation by the Provider.
- 2.2 A **"Sub-Agreement"** is a separate agreement for the provision of an individual Service between the Provider and the Subscriber based on a Framework Agreement between the same parties. For the purposes of these General Terms and Conditions and other contractual documents, individual technical specifications shall be regarded as Sub-Agreements.
- 2.3 **"Electronic Communications Equipment"** is technical equipment for the emission, transmission, routing, connection or reception of signals via electromagnetic waves and data and voice communications.
- 2.4 **"SLA"** (Service Level Agreement) - service quality parameters are qualitative indicators of the performance of a Service defined in the contractual documents.
- 2.5 **"Terminal Equipment"** is a product or an important part thereof which facilitates communication and is intended to be connected directly or indirectly to a terminal point on a network interface. The User (Subscriber) uses the provided Services via Terminal Equipment. Terminal Equipment is a part of Electronic Communications Equipment.
- 2.6 A **"Terminal Point"** is a point from where the Subscriber receives a Service.
- 2.7 The **"End User"** is a Subscriber who does not continue to provide Electronic Communications Services to another person or entity.
- 2.8 A **"Contact Person"** of a contracting party is a person responsible for transferring information between two contracting parties in relation to the performance of the Framework Agreement and individual Technical Specifications, and who is authorised to engage in binding negotiations in matters relating to the provision of a Service under the Framework Agreement and individual Technical Specifications within the scope of his/her delegated powers.
- 2.9 **"Localisation Data"** is any data processed in a Network to identify the geographic location of Terminal Equipment of the Service User.

- 2.10 A “**small enterprise**” is an entity meeting the definition of Commission Recommendation 2000/361/EC of 6 May 2003, which employs fewer than 50 people and has an annual turnover (the amount of money received in a given period) or balance sheet (a statement of assets and liabilities) of less than EUR 10 million.
- 2.11 A “**micro-enterprise**” is an entity meeting the definition of Commission Recommendation 2003/361/EC of 6 May 2003, which employs fewer than 10 people and has an annual turnover (the amount of money received in a given period) or balance sheet (a statement of assets and liabilities) of less than EUR 2 million.
- 2.12 The “**Subscriber’s Site**” is the place designated by the Subscriber in the contractual documents for the installation of Electronic Communications Equipment. This place shall comply with the Provider’s requirements for the entire duration of provision of the Service and cannot be changed without the Provider’s written consent. If the Subscriber’s Site is in third-party ownership, installation of the Electronic Communications Equipment and establishment of the Service shall depend upon the Subscriber acquiring and submitting documents evidencing the Subscriber’s right to use that place (including the right to install the Electronic Communications Equipment and to use the Service). If the Electronic Communications Equipment is situated on the Provider’s premises, the Provider shall be responsible for the Subscriber’s Site.
- 2.13 “**Non-public electronic communications services**” are part of the services provided by the Provider as defined in Article 1.2 of these Terms and Conditions; if the Provider provides these non-public services to a Consumer (i.e. a non-business entity) or to a Small Enterprise, Micro-Enterprise or Non-Profit Organisation, if it is an End User, these entities shall not be subject to the rights arising from Section 63 et seq. of the Electronic Communications Act.
- 2.14 A “**non-profit organization**” is a public benefit legal entity as defined in Section 146 of the Civil Code which, according to its founding legal act, does not distribute profits or other own resources among its members.
- 2.15 The “**Civil Code**” means Act No. 89/2012, the Civil Code, as amended.
- 2.16 An “**authorised representative**” of a contracting party is a person authorised to bind the contracting party to and enter into a Framework Agreement and/or Technical Specifications. If this is not a person authorised to represent the contracting party under the Civil Code, the Authorised Representative of a contracting party shall hold a valid power of attorney for the activities in question, and shall submit that power of attorney to the Provider.
- 2.17 “**Legitimate Suspension**” of a provided Service shall mean the suspension of provision that occurs:
- due to the occurrence and process of removing a Malfunction arising on the part of the Subscriber or because the Subscriber failed to provide the Provider with all cooperation necessary to remove the Malfunction;
 - for reasons deriving from applicable legislation or from a decision by a competent administrative authority;
 - due to damage to or a malfunction in the Terminal Equipment for reasons on the part of the Subscriber, including but not limited to a situation where the Subscriber’s Site fails to comply with the conditions laid down in paragraph 5.2(e) below or where the Subscriber breaches an obligation laid down in Contractual Documents;
 - as a result of an act or omission by the Subscriber, whether out of intent or negligence, which could affect the due operation or security of this Network or is in contravention of Contractual Documents and/or applicable legislation;
 - as a result of a delay of the Subscriber’s in paying the price for such a Service, even after being granted a grace period in accordance with paragraph 5.2(a) below.
- 2.18 “**Personal Data**” is further defined in Terms and Conditions of Personal Data Protection and Principles of Personal Data Processing pursuant to paragraph 7.1 of these General Terms and Conditions.
- 2.19 “**Service Parameters**” are the parameters of Service operation. The permitted limits of such Service Parameters in the operation of the Service and the method for the assessment and measurement thereof shall be derived from technical standards and recommendations by professional organisations competent in the field covered by individual types of Services, unless otherwise agreed between the parties. The Service Parameters are set out in the Service Description.
- 2.20 “**Essential Contractual Conditions**” are those parts of the General Terms and Conditions or Contractual Documentation which are described in Section 63(1)(a) and (b) and in paragraph 5 of the Electronic Communications Act, i.e. in particular a description of the service, the offer and method of use of servicing and customer support services, pricing details and arrangements on the duration of the contract, where this concerns publicly available Electronic Communications Services provided by the Provider or a connection to a public communication network provided by the Provider.
- 2.21 A “**Service Description**” is a written document containing specific technical and other conditions for the provision of a specific type of Service. The Service Description shall constitute an integral part of the Framework Agreement.
- 2.22 A “**Malfunction**” is the unavailability of the Service, or a restriction, suspension, change or irregularity in the provision or operation thereof, resulting in Service Parameter values lower than the permitted limit. A Malfunction occurring on the part of the Subscriber means any Malfunction in the provision of the Service occurring due to a breach of the Subscriber’s obligations laid down in Contractual Documents.
- 2.23 The “**Provider**” is the company ČD - Telematika a.s., with its registered office at Pernerova 2819/2a, 130 00 Prague 3, Company ID No.: 61459445, incorporated in the Commercial Register kept by the Municipal Court in Prague, Section B, File 8938, which is a holder of a certificate of notification of communications activity issued by the Czech Telecommunication Office for provision of an electronic communications network and provision of electronic communications services.

- 2.24 For the purposes of billing the Services, the “**Last Day**” shall mean the day prior to the date of actual termination of the Service.
- 2.25 “**Traffic Data**” means any data processed with a view to transmitting a message via an electronic communications network or for the accounting thereof. Where the legislation of the Czech Republic in force and effect provides a different or more precise definition of this term, the definition under such legislation shall apply.
- 2.26 The “**First Day**” means the first day following the date of delivery of the Service or the day following the date of completion of the trial period, if agreed in a Special Arrangement or Technical Specification. If a fixed/minimum period of service is agreed between the parties, the service period shall commence on the First Day.
- 2.27 A “**Certificate of Handover**” is a document agreed to by both Parties which, in addition to the configuration of the Service, includes the actual date of handover of the Service or the date of a change to the Service.
- 2.28 A “**Complaint**” is the exercise of the Customer’s rights arising from the Provider’s liability for the quality and scope of the Services provided or for the accuracy of Billing.
- 2.29 The “**Framework Agreement**” is a framework agreement on the provision of Services between the Provider and the Subscriber. The Framework Agreement is taken to mean the body of the Framework Agreement itself, plus annexes constituting a part thereof. The Provider and the Subscriber, having entered into a Framework Agreement together, shall also be referred to collectively as the contracting parties.
- 2.30 A “**Network**”, for the purposes of these General Terms and Conditions, means an electronic communications network provided by the Provider.
- 2.31 The “**Service**”, for the purpose of these General Terms and Conditions, refers to the service or multiple services specified in paragraph 1.2 above.
- 2.32 An “**Electronic Communications Service**” is a service normally provided for remuneration which consists wholly or mainly of the conveyance of signals on electronic communications networks, including telecommunications services and transmission services in networks used for radio and television broadcasting, and on cable television networks, but excluding services that offer content by means of electronic communications networks and services, or exercise editorial control over the content transmitted using electronic communications networks and services; it does not include information society services which do not consist wholly or mainly of the conveyance of signals on electronic communications networks.
- 2.33 “**Contractual Documents**” are any and all documents and written arrangements between the Provider and the Subscriber governing the provision of Services, especially a pre-contract form for the provision of Services, the Framework Agreement, Technical Specifications (Sub-contracts), these General Terms and Conditions, the Service Price List and the Service Description. All of these documents are public and available on the Provider’s website www.cdt.cz in the section Customer Centre / Downloads. With this publication, the Provider also fulfils the information obligations imposed upon the Provider by the Electronic Communications Act in the case of the provision of public services (e.g. pre-contractual information). In the cases provided for in Section 63 of the Electronic Communications Act, the Framework Agreement shall also consist of information provided prior to the conclusion of the Framework Agreement pursuant to Section 63(1) and a summary of this Agreement pursuant to Section 63(5) of the Electronic Communications Act in the case of Subscribers who are Consumers or who, prior to the conclusion of the Framework Agreement, provide evidence of their status as Micro-Enterprises, Small Enterprises or Non-Profit Organisations together with the completed pre-contract form for the provision of public services to the Provider and who have not waived their right to these Contractual Documents in the pre-contractual document. If it is not possible to provide such information to these entities before the conclusion of the Framework Agreement, the Provider shall supply it immediately after concluding or modifying the Agreement, and the Subscriber shall confirm his/her consent by the first use of the Service provided by the Provider relating to the Agreement or modification thereof.
- 2.34 A “**Consumer**” is anyone who enters into a Framework Agreement with or otherwise deals with the Provider beyond the scope of his/her own business activities or beyond the performance of his/her self-employment. That is, an entity that is not engaged in the provision of electronic services and is subject to the rights ensuing from Section 63 et seq. of the Electronic Communications Act.
- 2.35 “**Technical Specifications**” are a sub-agreement containing the parties’ arrangements on the provision of individual Services in accordance with the concluded Framework Agreement.
- 2.36 A “**Telephone Network**” is a network used for the provision of publicly available telephone services by the Provider.
- 2.37 A “**Technological Unit**” is an Electronic Communications Equipment, including technical arrangements (in particular the wiring, operating area and power supply device).
- 2.38 The “**Subscriber**”, for the purposes of these General Terms and Conditions, means a User who has entered into a Framework Agreement with the Provider for the provision of Services and complies with all conditions laid down by relevant legislation and these General Terms and Conditions.
- 2.39 A “**User**” is an individual or a legal person to whom the Service is provided or who applies for the provision thereof. If the User and Subscriber are not one and the same person, the Subscriber shall be liable for acts or omissions by the User as if the Subscriber had committed such acts or omissions him/herself.
- 2.40 “**Publicly Available Electronic Communications Services**” are a part of the services provided by the Provider; in the case of their provision by the Provider to a Consumer (i.e. a non-business entity) or to a Small Enterprise, Micro-Enterprise or Non-Profit Organisation, the rights ensuing from Section 63 et seq. of the Electronic Communications

Act shall apply, unless these entities waive these rights in advance. A Publicly Available Electronic Communications Service is a service that the Electronic Communications Act defines as a service that no-one is excluded from using in advance.

- 2.41 **“General Terms and Conditions”** refers to these General Terms and Conditions for Service Provision of ČD - Telematika a.s.
- 2.42 A **“Force Majeure”** is an obstruction described in Section 2913(2) of the Civil Code or another unavoidable, unforeseeable and insurmountable incident temporarily or permanently preventing compliance with obligations laid down by Contractual Documents, provided that such an incident occurs outside the control of the contracting party affected by the Force Majeure and such a circumstance or the consequences thereof could not have been averted by the contracting party in question even if all efforts that could reasonably be expected of that contracting party are made in the given situation. A Force Majeure shall include, without limitation, cases of national or local emergencies, fires, floods, extremely adverse weather, wars and large-scale natural disasters having direct implications for the performance of a contracting party.
- 2.43 A **“Billing Statement”** (or **“bill”**) is a document for billing a Service, by means of which the Provider charges Subscribers prices for Services provided. The Provider shall issue a Billing Statement in the form of a tax document within the meaning of Section 28 of Act No 235/2004 on value-added tax, as amended.
- 2.44 The **“Customer Centre”** is the Provider’s information centre, the contact details of which are provided in the Framework Agreement. The Provider uses the Customer Centre to provide Subscribers with technical and customer support, servicing facilities, to accept their complaints and to publish information about the scope of Services provided, a current list of Subscribers to the publicly accessible telephony service and prices of Services provided.
- 2.45 The **“Electronic Communications Act”** or the **“ECA”** is Act No. 127/2005 Coll. on Electronic Communications and on Amendments to Certain Related Acts (the Electronic Communications Act), as amended.
- 2.46 The **“Provider’s Equipment”** means Electronic Communications Equipment supplied by the Provider to the Subscriber for purposes of Service provision.
- 2.47 An **“Amendment to the Terms and Conditions”** is defined in paragraph 3.15(a) below.
- 2.48 A **“Special Arrangement”** is an arrangement between the Provider and the Subscriber defining changes derogating from the standard provisions in the Contractual Documents or laying down special rules on Service provision.

3. Concluding Contracts, Contractual Documents, and Modifications to Documents Forming Contractual Terms and Conditions

- 3.1 Services may be provided to the User solely on the basis of a valid, effective Framework Agreement and Technical Specifications concluded with the Subscriber.
- 3.2 The proposal for the conclusion of a Framework Agreement must contain the elements contained in the specimen Framework Agreement. The specimen Framework Agreement, as amended in accordance with the provisions of Section 63 of the Electronic Communications Act, is available on the Provider’s website www.cdt.cz in the section Customer Centre / Downloads. The conclusion of a Framework Agreement is preceded by the User’s proper completion of the pre-contractual form for the provision of public Services.
- 3.3 The Framework Agreement shall become valid and effective on the date of signature by both parties. If the Framework Agreement is concluded by remote means, it shall enter into effect on the date of delivery of one counterpart signed by both parties to the Provider.
- 3.4 The Technical Specifications shall enter into force and effect on the date of its signature by both contracting parties provided that a valid, effective Framework Agreement exists between those contracting parties. If the Technical Specifications are concluded by remote means, they shall enter into effect on the date of delivery of one counterpart signed by both parties to the Provider.
- 3.5 The date of establishment of the Service shall be the date specified in the Handover Certificate. The Handover Certificate must be signed by representatives of both contracting parties.
- 3.6 The parties may amend the Framework Agreement and/or Technical Specifications, including schedules and annexes thereto, only by way of written numbered amendments signed by both contracting parties, unless otherwise stipulated in the Framework Agreement.
- 3.7 Each contracting party shall notify the other contracting party without undue delay of any change in the details set out in the Contractual Documents and of all matters which could affect compliance with obligations deriving from the Contractual Documents. Both parties shall make every effort to avert and overcome such circumstances.
- 3.8 The Framework Agreement is concluded for the period agreed between the Subscriber and the Provider in the Framework Agreement and for specific services in the Technical Specification. If this period is not expressly agreed upon in the Framework Agreement or the Technical Specifications, then the agreement is concluded for an indefinite period.
- 3.9 The Framework Agreement and/or the Technical Specifications may always be terminated by a written agreement signed by both contracting parties or by notice of withdrawal submitted by the Subscriber or the Provider.
- 3.10 If the Framework Agreement is agreed **for a definite period**, it shall expire on the lapse of said period.

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- 3.11 In the case of a Framework Agreement concluded for a definite period, the Provider shall inform the Subscriber in the manner chosen by the Subscriber for sending billing of the Service, not earlier than 3 months and not later than 1 month before the expiry of the Framework Agreement concluded for a definite period, of the impending termination of such an agreement and of possibilities for its extension. If the Subscriber does not give the Provider his/her demonstrable consent to the extension of the Framework Agreement concluded for a definite period of time so that it is extended for an indefinite period of time, the Framework Agreement arranged for a definite period of time shall cease to be effective upon the lapse of the agreed period. Potential consent of the Subscriber to the extension of the Framework Agreement for an indefinite period must be communicated to the Provider at least 10 days before the lapse of the agreed period of the Framework Agreement. This only applies in the case of provision of Public Electronic Communication Services.
- 3.12 The Technical Specifications shall also elapse if, in accordance with the Contractual Documents, the Framework Agreement expires, in which case they shall elapse as at the same time as the Framework Agreement.
- 3.13 The Framework Agreement and/or the Technical Specifications, if entered into for **an indefinite period**, may be terminated by written notice of termination without stating a reason, unless otherwise specified herein below. The notice period shall be three (3) months. The notice period for Publicly Available Electronic Communications Services subscribed to by a Consumer, an individual conducting business or a Micro-Enterprise, Small Enterprise or Non-Profit Organisation, if such an individual or entity is an End User, shall be 30 days. In the case of a three (3) month notice period, the notice period shall run from the first day of the calendar month following the delivery of the notice to the other party and shall end on the last day of the third calendar month of its duration. In the case of a notice period of thirty (30) days, the notice period shall commence on the day following the delivery of the notice to the other party and shall end on the expiry of the 30-day notice period.
- 3.14 For some Services, the Service Description may set a different notice period. If so, the notice period referred to in the Service Description shall apply. For each Framework Agreement and/or all Technical Specifications, the possibility of submitting notice may be limited by a stipulated minimum Service duration. If the possibility of submitting notice of termination without stating a reason is limited by the contracting parties by stipulating a minimum Service duration, the Subscriber shall be entitled to terminate the Framework Agreement and/or Technical Specifications relating to the given Service no earlier than the date on which the minimum Service duration expires. To avoid any doubt, where the contracting parties agree on a minimum Service duration, it shall be accepted that, over that period, the Framework Agreement and/or Technical Specifications have been concluded for a fixed duration corresponding to the minimum Service duration, with subsequent automatic conversion of this period to an indefinite period after the minimum Service duration expires.
- 3.15 The Framework Agreement and/or Technical Specifications may also be terminated **by written notice with a notice period of 30 calendar days, unless otherwise stipulated, in the following cases:**
- The Subscriber shall be entitled to terminate the Framework Agreement or Technical Specifications within thirty (30) days of the date on which the Subscriber is notified by the Provider in writing of an amendment to Essential Conditions of the Framework Agreement or an amendment to other provisions to the detriment of the Subscriber's position, as of the date on which the amendment takes effect, unless the Subscriber accepts the new conditions. Notwithstanding the above, there shall be no entitlement to terminate the Framework Agreement or Technical Specifications in the aforesaid manner if the aforesaid provisions are amended as a result of an amendment to legislation or if the amendment is necessitated by a decision of the Czech Telecommunication Office pursuant to Section 63(11) of the ECA. During the notice period, relations between the contracting parties shall be governed according to existing arrangements in force, in the version effective prior to the amendment to the General Terms and Conditions.
 - The Provider shall be entitled to terminate the Framework Agreement or the relevant Technical Specifications on grounds of repeated non-compliance by the Subscriber with the obligation to pay the prices for Services provided in accordance with paragraph 5.2(a) below. For the purposes of these General Terms and Conditions, a delay in the payment of at least three (3) overdue billing statements in the past 24 months of the duration of the Framework Agreement shall be regarded as repeated non-compliance by the Subscriber with the obligation to pay the prices for Services provided, assuming that, at least in one instance of delay in the past 24 months, the Subscriber has received a reminder of such a delay and been granted a grace period within the meaning of paragraph 5.2(a) below.
 - The Provider shall be entitled to terminate the Framework Agreement or Technical Specifications on grounds of non-compliance by the Subscriber with the obligation to pay the price for Services provided. For the purposes of these General Terms and Conditions, the Subscriber shall be regarded as having failed to comply with the obligation to pay the price for the Services provided if the Subscriber fails to pay the billed amount by the due date at all, or fails to pay it in full, despite receiving a reminder of the delay and failing to make a payment within the grace period granted in accordance with paragraph 5.2(a) below.
 - The Provider shall be entitled to terminate the Framework Agreement or the Technical Specifications within twenty (20) days of the date on which the Provider learns of the facts described in paragraph 5.2(f) below.

- e) The Provider shall also be entitled to terminate the Framework Agreement or the Technical Specifications if they have been entered into for a definite period of more than 10 years. In such a case, the notice period shall be 2 years.
 - f) The Provider shall be entitled to terminate the Framework Agreement and/or the Technical Specifications if the User repeatedly and/or despite warning breaches the User's obligations laid down in paragraph 5.2(h) below.
 - g) The Provider shall be entitled to terminate the Framework Agreement or the Technical Specifications if the User enters into liquidation, if insolvency proceedings have been initiated against the User, if a petition for initiation of insolvency proceedings has been rejected due to a lack of assets, or if seizure of the User's assets has been initiated.
- 3.16 Either party shall be entitled to terminate the Framework Agreement or the Technical Specifications by written notice with immediate effect if
- (i) the other Party fails to perform its obligations under the Contractual Documents for a period of more than three (3) months; or
 - (ii) commits a substantial violation of their provisions.
- For the purposes of withdrawal, a substantial breach of the Contractual Documents shall include:
- b) in the Provider's case, if the Provider is delayed in establishing the Service for a period of more than 30 calendar days from the fruitless lapse of the period for the establishing the Service stated in the Technical Specifications, provided that all of the conditions required for establishing the Service have been met by the Subscriber;
 - c) in the Subscriber's case, if the Subscriber repeatedly fails to comply with its obligations;
 - d) in the Subscriber's case, if the Subscriber repeatedly and/or despite warning uses the Service provided or the Provider's Equipment in contravention of the terms and conditions agreed in the Contractual Documents, including but not limited to paragraph 5.2(b), (c), (g) and (h) below.
- 3.17 In the event of termination of a Framework Agreement agreed for a **definite period** on the part of a Subscriber who is not a Consumer or an individual conducting business, or by the Provider if the reason for termination is a breach of the Subscriber's obligations under Article 5.2 before the lapse of the period for which the Framework Agreement was agreed, whether by submission of notice or by agreement between the parties, the amount of the payment for early termination of the Framework Agreement shall be the sum of the monthly lump sums remaining until the end of the agreed period of the Framework Agreement or the sum of the minimum agreed monthly payments remaining until the end of the agreed period of the Framework Agreement together with the difference between the standard and the discounted price of the Installation/Activation of the Service or Equipment provided to the Subscriber on discounted terms as a form of compensation to the Provider.
- 3.18 If the Framework Agreement or Technical Specifications concluded for a definite period with a Subscriber who is a Consumer or an individual conducting business, or a Micro-Enterprise, Small Enterprise or Non-Profit Organisation, if such an entity is an End User, are terminated by the Subscriber or the Provider due to a breach of the Subscriber's obligations under Article 5.2 prior to the lapse of the agreed period for the Framework Agreement, whether by notice or by agreement between the parties, and such termination occurs within three (3) months of concluding the Framework Agreement, the Subscriber who is a Consumer or an individual conducting business (or a Micro-Enterprise, Small Business or Non-Profit Organisation, if an End User), shall pay the Provider a payment for early termination of the Framework Agreement or Technical Specifications in the amount of one twentieth (1/20) of the sum of the agreed monthly lump sums remaining until the end of the agreed period of the Framework Agreement or Technical Specifications or one twentieth (1/20) of the amount of the minimum agreed monthly performance remaining until the end of the agreed period of the Framework Agreement, with the amount of reimbursement calculated on the amount paid during the period of the Framework Agreement, and if a discount is provided from the listed price, the amount of reimbursement cannot be determined from the listed price.
This rule applies only to Publicly Available Electronic Communications Services.
- 3.19 Termination of the Framework Agreement and/or the Technical Specifications shall be without prejudice to the Provider's right to payment of the price for the Services provided, outstanding amounts, interest, contractual penalties, compensation for premature termination and compensation for damage, as well as any other claims the Provider may have against the Subscriber under the Contractual Documents. Outstanding liabilities and obligations of the contracting parties deriving from the Framework Agreement and/or the Technical Specifications arising prior to the termination of the Framework Agreement and/or the Technical Specifications shall be resolved by the contracting parties within forty-five (45) calendar days of the date of termination of the Framework Agreement and/or the Technical Specifications. The Subscriber is obliged to return to the Provider within this period everything that is in the property of the Provider in a condition corresponding to normal wear and tear, otherwise the Subscriber shall be liable for the damage incurred by the Provider. The Subscriber shall be liable for any diminution in the value of the Provider's Equipment that occurs to the returned Provider's Equipment due to handling other than that required by its nature and properties.
- 3.20 If the Subscriber is an entity pursuant to Section 2(1) of Act No. 340/2015 Coll., on the Register of Contracts, it undertakes to publish the Framework Agreement/Subcontract concluded with the Provider in the Register of Contracts in accordance with the Act.

4. Rights and Obligations of the Provider

4.1 The Provider shall:

- a) establish the requested Service and provide it to the Subscriber in accordance with the Contractual Documents and the Service Parameters;
- b) publish information on changes in the scope, quality and prices of publicly available Electronic Communications Services, e.g. via the Provider's website, by way of notifications or in informative documentation available at the Customer Centre. If there is a change in the prices of any or all of the Services provided, the Provider shall also notify the Subscriber in another appropriate manner thereof, for example by sending information together with the billing statement in the manner agreed for the dispatch of billing statements;
- c) commence work on the removal of Malfunctions without undue delay following notification thereof by the Subscriber;
- d) notify the Subscriber in advance of Malfunctions in the Service provision which are known to the Provider in advance; for other Malfunctions, the Provider shall make such notification without undue delay after learning of the aforementioned circumstances.
- e) inform the Subscriber in accordance with Section 63b(5) of the Electronic Communications Act in a clear and comprehensible manner in advance of any changes to the Essential Conditions of the Framework Agreement, within a period of no less than one (1) month before the change to the Essential Conditions of the Framework Agreement becomes effective, and at the same time, inform the Subscriber of its right to terminate the contractual relationship without penalty pursuant to Paragraph 3.15(a) of these General Terms and Conditions, if the Subscriber does not accept such change to the Essential Conditions of the Agreement; the option to terminate the Framework Agreement shall apply only if the proposed changes are not beneficial to the Subscriber, if they are not of a purely administrative nature and with neutral effects, or if the Framework Agreement has not been amended on the basis of a change in legislation or ordered by the Czech Telecommunications Authority in accordance with Section 63(11) of the Electronic Communications Act;
- f) to inform the Subscriber in the case of provision of Publicly Available Electronic Communications Services, if the Subscriber is a Consumer, an individual conducting business, a Micro-Enterprise, a Small Enterprise or Non-Profit Organisation, if the Subscriber is an End User, in the manner it has chosen for sending bills, at the earliest 3 months and at the latest 1 month before the expiry of the Framework Agreement and/or Technical Specifications agreed for a definite period, of the imminent termination of the Framework Agreement and/or Technical Specifications and of the possibilities of its automatic extension.

4.2 The Provider shall be entitled:

- a) to require the Subscriber, when contacting the Subscriber, to provide the information necessary for the conclusion of the Framework Agreement and the Technical Specifications, i.e. to provide proof of his/her identification, in order to protect the Subscriber;
- b) to verify by lawful means the credibility of the Subscriber and its ability to fulfil its obligations, to which the Subscriber agrees by signing the Framework Agreement;
- c) to a reasonable extent, without the Subscriber's consent, to change the provisions of the Framework Agreement and the related contractual documents, in particular the Essential Conditions of the Agreement;
- d) to refuse a proposal to amend the Framework Agreement or the Technical Specifications requested by the Subscriber;
- e) to suspend the Service provision if an act or omission by the Subscriber, whether out of intent or negligence, could affect the due operation or security of the Network or is in contravention of the Contractual Documents or applicable legislation;
- f) to restrict or suspend the Service provision if the Subscriber is delayed in paying the price for a relevant Service even after being granted a grace period in accordance with paragraph 5.2(a) below, or if the Subscriber breaches the obligation laid down in paragraph 5.2(f) below;
- g) to restrict the Service provision for as long as is strictly necessary even in the absence of prior notification if there are serious reasons to do so. Serious reasons shall be understood to include, without limitation, the situation described in paragraph 4.6 of these General Terms and Conditions, the effects of a Force Majeure, or cases where further Service provision could cause damage to the Provider, the Subscriber or third parties;
- h) without the Subscriber's consent, to amend, supplement or cancel individual documents constituting contractual terms and conditions in the event of a change in technical, operational, commercial or organisational conditions on the part of the Provider or on the market for the provision of electronic communications services, as well as due to changes in generally binding legislation;
- i) to introduce additional methods of protecting the Network and Services if the Provider considers that the introduction of such protection is to the benefit of the Subscriber;
- j) to treat all traffic equally, without discrimination, restriction or interference, and without regard to the sender and recipient of the content being accessed or distributed, the applications or services being used or provided, or the Terminal Equipment being used when providing an internet access service;

- k) in justified cases, to make the execution of an amendment to the Framework Agreement or the Technical Specifications subject to the payment of all receivables of the Provider owed by the Subscriber;
or
 - l) to fulfilment of further obligations imposed in Article 15 below.
- 4.3 Recapitulation of the information obligation for contracts under Section 63(1) and (5) of the Electronic Communications Act:
- a) information identifying the Provider shall be set out in the relevant Framework Agreement;
 - b) information identifying the Subscriber shall be set out in the relevant Framework Agreement;
 - c) a description of the Services provided shall be set out in the Service Description;
 - d) a description of servicing and customer support services, including the method of use thereof, is set out in Article 10 below;
 - e) information on the flat-rate (typically monthly) price of Services shall be set out in the relevant Technical Specifications; information on the unit (tariff) price of Services shall be set out in the Service Price List; an up-to-date Service Price List shall be available at the Provider's Customer Centre and on the Provider's website. When the Technical Specifications stipulate a different amount for the same price item, the prices set out in the Technical Specifications shall prevail.
 - f) information about the dates and methods of billing and payment is set out in Article 9 below;
 - g) the period for which the contractual relationship is made and the notice period shall be derived from the Framework Agreement and Technical Specifications or from another Contractual Document; unless a different notice period is stipulated in another Contractual Document, the notice period under Article 3 above shall apply;
 - h) conditions for renewal and termination of the Services are set out in these General Terms and Conditions, in particular in article 3, Article 4, paragraph 4.2(f) and (g) and paragraph 5.2(a) of these General Terms and Conditions; the terms and conditions for the minimum duration of the Services are set out in paragraph 3.13 and paragraphs 3.17 and 3.18 of these General Conditions, and in the Technical Specifications and/or Special Arrangements;
 - i) the method for lodging claims is described in Article 11 below;
 - j) contractual penalties and sanctions for non-compliance with the obligations of the contracting parties are described in particular in Articles 3 and 11 of these General Terms and Conditions, and may also form part of the Technical Specifications or another Contractual Document;
 - k) provisions on compensation for damage and related provisions are set out in Article 6 below;
 - l) information on how to resolve disputes relating to the subject matter of the agreement is set out in Article 16 below;
 - m) the method for notifying the Subscriber of any change in the terms of the contractual relationship is described in paragraph 4.1 above;
 - n) the types of measures which the Provider may take in response to breaches of Network security and integrity or Service security, or upon identifying a related threat or vulnerability, are described in paragraph 4.6 below and further in Article 15;
 - o) the Subscriber's verification code and the conditions for transferring a telephone number are specified in the relevant Technical Specifications;
 - p) the amount to be paid for premature termination of the Framework Agreement or Technical Specifications in the event of termination of the contractual relationship prior to the lapse of the contracted period shall be established as a payment due for non-compliance with the minimum Service duration set forth in paragraph 3.17, if such a minimum Service duration has been negotiated, and further in accordance with paragraph 3.18; as the Provider does not generally provide Users of Publicly Available Electronic Communications Services with any Terminal Equipment, upon termination of the contractual relationship prior to the lapse of the contracted period, the Provider shall not demand any compensation for costs associated with telecommunications Terminal Equipment provided to the User for use of the Service;
 - q) the Subscriber's decision to include its data in the List of Subscribers is set out in the relevant Technical Specifications;
 - r) the scope of possible unilateral changes and the manner of notifying the Subscriber is set out in paragraphs 4.2(c) and 3.15(a).
- 4.4 If any of the obligatory particulars of a contractual relationship as laid down in Section 63(1) and (5) of the Electronic Communications Act are regulated differently in these General Terms and Conditions or in a place other than that referred to in paragraph 4.3 above, this shall be without prejudice to the validity of such an arrangement.
- 4.5 The Provider shall be entitled to refuse an application from the Subscriber for Service provision if the Subscriber is in default or, in the previous five years has been in default of obligations towards the Provider, or if there are reasonable grounds to believe that the Subscriber will not comply with its obligations.
- 4.6 In response to breaches of the security and integrity of the Electronic Communications Network used to provide the Provider's Services, or breaches of Service security, or in response to other related threats or vulnerability, the Provider shall be entitled to take the following measures:

- a) to suspend the Service provision for as long as is strictly necessary/until the reason for the breach of Network security and integrity or the breach of Service security has been resolved and, at the same time,
- b) to notify the Subscriber in writing of such a breach of Network security or Service provision and the suspension of the Service provision.

5. Rights and Obligations of the Subscriber

5.1 The Subscriber shall be entitled:

- a) to duly use the Service in accordance with the Contractual Documents and the relevant legislation;
- b) to propose an amendment to the Framework Agreement and/or Technical Documentation;
- c) to contact the Customer Centre or the Contact Person specified in the Contractual Documents with comments, suggestions and requests;
- d) to lodge claims against the scope and/or quality of the Service and Billing;

5.2 The Subscriber shall:

- a) duly pay prices for the Services provided, as set out in the Contractual Documents and, where appropriate, in the current Service Price List (for Services in respect of which unit prices are charged in accordance with valid tariffs). Should the Subscriber fail to pay the prices charged for the Service provided in a due and timely manner or should the Subscriber fail to comply with other contractual terms and conditions, the Provider shall send the Subscriber a written reminder thereof, together with a grace period for payment or compliance, which shall not be shorter than 7 days. Should the Subscriber fail to make amends within the grace period provided, the Provider shall be entitled to restrict the Service provision (prevent active access to the Service). The Subscriber is aware that the Provider has the right to payment of costs for reactivating the implemented Service in the form of a reactivation fee amounting to 50% of the monthly price of the Service (excluding the part of the price billed based on consumption and set unit prices), but not exceeding CZK 50,000 (fifty thousand Czech crowns). The Subscriber is aware that upon repeated failure to meet contractual terms and conditions on the part of the Subscriber, the Provider shall have the right to terminate the Service provision and terminate the Framework Agreement or Technical Specifications by notice in compliance with paragraphs 3.13, 3.14 and 3.15 above;
- b) ensure that the Subscriber's Terminal Equipment connected by the Subscriber to the Network at a Terminal Point complies with the conditions laid down by special legislation or shall ensure that such Terminal Equipment is labelled with an approval mark. The Subscriber shall be liable for the condition of the Subscriber's Terminal Equipment connected to the Network;
- c) use the Services in a manner compatible with the Contractual Documents and applicable legislation, shall not abuse the Network connection, especially by using that connection for purposes other than those agreed, and shall not configure, connect, install or handle in any manner whatsoever the Provider's Equipment at the Termination Point without the personal participation of the Provider's delegated representatives or without the Provider's prior written approval;
- d) notify the Provider without undue delay of Malfunctions (no later than the working day following the occurrence of the Malfunction) and of all circumstances known to the Subscriber which could adversely affect Service provision or Network functionality;
- e) create, at the Subscriber's Site, all conditions required for the due establishment and provision of the Service, including but not limited to the following:
 - i. make available, free of charge, premises in the Subscriber's buildings in which, in order to comply with the Technical Specifications, the Provider's Equipment is to be installed and operated, such being for the duration of the Technical Specifications. The Subscriber shall install such equipment only on suitable premises;
 - ii. enable the Provider or, where appropriate, persons delegated by the Provider to install and subsequently have access to the Provider's Equipment on the Subscriber's premises for the purposes of the repair, maintenance or alteration thereof;
 - iii. provide the Provider's delegated workers with the information and supporting documentation required for their activities;
 - iv. be responsible for cooperating with the Provider in the installation, modification or de-installation of the Provider's Equipment related to the Service provided;
 - v. ensure that, for the duration of Service provision, the Provider's Equipment installed at the Subscriber's Site is supplied by a power source prescribed by the manufacturer. Any and all associated expenses shall be borne by the Subscriber;
 - vi. take action to prevent unauthorised persons from handling the Provider's Equipment at the Subscriber's Terminal Point;
- f) notify the Provider in writing without undue delay of any and all changes in the information identifying the Subscriber, as set forth in the Contractual Documents, such being within seven (7) working days of the date on which such change occurs. Immediately after discovering that Service billing statements, reminders, communications and other messages sent to the last notified address of the Subscriber have not been delivered

to the Subscriber for reasons resting with the addressee, the Provider shall be entitled to terminate the Service provision and to terminate the Framework Agreement and/or the Technical Specifications in accordance with paragraph 3.15(d) of these General Terms and Conditions. This shall be without prejudice to any claim of the Provider to payment of the price for Services provided;

- g) safeguard the Provider's Electronic Communications Equipment (the Provider's Equipment) installed at the Subscriber's Site from damage, theft or loss;
- h) respect and fully comply with the security recommendations made by the Provider and refrain from any interventions or methods of use of the Service and/or the Provider's Equipment which could restrict or endanger the due functioning thereof, or could adversely affect other Subscribers or Users and their use of the Network; in particular, the Subscriber shall refrain from distributing unsolicited emails (spam) and from unauthorised interventions and attacks from the Subscriber's network against the Network or the electronic communications networks of third parties;
- i) to comply with other obligations set out in the Contractual Documents and to comply with the terms of the Agreement as a whole;
- j) allow or ensure free access to the Provider's employees to places and premises where the Provider requests access for the purpose of performing the Service;
- k) appear at the Provider's written request for serious reasons related to the provision of the Services in general to discuss the matter and to follow the Provider's instructions in the matter;
- l) obtain the consent of the owner of the premises for the installation of the equipment necessary for the provision of the Service owned by the Provider if the Subscriber is not the owner of the premises where the Service will be provided. The owner's consent may be replaced by a statement by the Subscriber confirming that the owner has consented to the installation of the Equipment. This consent may be granted verbally. In such a case, the written consent of the owner will not be required. The Subscriber shall be directly responsible for all liabilities of the owner of the building arising in connection with the installation;
- m) not make any changes to the Terminal Equipment, including the Network Terminal Point, or interfere with such equipment in any way unless requested to do so by the Provider.

6. Liability and Compensation for Damage

- 6.1 In the case of a restriction or non-provision of Services under the Contractual Documents due to a technical or operating defect on the part of the Provider, the Provider's liability to the Subscriber for damages incurred thereby shall be established as the obligation to arrange for the removal of the defect and to reduce the price proportionately or, by agreement with the Subscriber, to arrange for the Service provision by alternative means. The contracting parties agree that the Provider shall not be required to compensate Service Users or the Subscriber for damages incurred by them due to the suspension, restriction, faulty provision or non-provision of the Service where the Service Users and the Subscriber declare that they shall not seek compensation from the Provider for such damages. The impossibility of using the Service due to a technical or operating defect shall also include impossibility caused by exceeding the capacity of the Network or a part thereof, the repair and maintenance of the Network or a part thereof, etc.
- 6.2 In addition to the exclusion of any claim to compensation for damage under paragraph 6.1 above, the contracting parties agree that the Provider's liability shall be excluded, particularly in relation to:
 - a) damages occurring as a consequence of the Legitimate Suspension of Service provision;
 - b) damages occurring as a result of malfunctions or an outage of the internet network and networks of other operators, including foreign operators;
 - c) the quality of services provided by third parties in the use of the Network;
 - d) any unauthorised intervention by the Subscriber (including the Subscriber's employees and other cooperating persons) or a third party in any part of the Network whatsoever.
- 6.3 The contracting parties agree that in cases other than those specified in paragraphs 6.1 and 6.2 above, the Provider shall only be liable for damages incurred as a consequence of the Provider's violation of its legal obligations. The Provider shall pay for proven damages caused by the Provider in the form of Service provision free of charge amounting to the proven damage, but no more than 10% of the regular monthly price of the Service. Only in cases where compensation for damage should be provided after the lapse of the Framework Agreement shall compensation be paid in cash up to a maximum of 10% of the average monthly invoiced amount billed to the Subscriber for a period not exceeding the last 12 months or up to CZK 10,000 (ten thousand Czech crowns), whichever is lower.
- 6.4 The Subscriber shall provide compensation for damage to the Provider's Equipment installed at the Subscriber. This provision shall not apply to damage caused by a Force Majeure or by the Provider.
- 6.5 The Subscriber shall be responsible for the actions of any third parties it allows to use the Services. The Subscriber shall also be responsible for inadequate protection of its security measures or abuse of the Services if it fails to make full use of its security options.

7. Scope of Service Provision

- 7.1 The conditions of the Service provision, and the rights and obligations of the contracting parties, shall be laid down in the following documents:
- Technical Specifications;
 - Special Arrangements;
 - Service Price List;
 - Service Description;
 - Framework Agreement;
 - General Terms and Conditions;
 - Terms and Conditions of Personal Data Protection and Principles of Personal Data Processing.
- Should any discrepancies exist between the provisions contained in the aforementioned documents, those provisions in the documents listed in this paragraph higher up in alphabetical order shall prevail, unless expressly provided otherwise.
- 7.2 Should a Force Majeure prevent any contracting party from complying with its obligations, the time limit for the performance shall be extended by the period by which the Force Majeure persists and by a reasonable period for the commencement of the performance. Over the period for which a Force Majeure persists, the two contracting parties shall be absolved of their obligations.
- 7.3 The Provider shall not be liable for Malfunctions in those cases where such Malfunctions occur due to unprofessional or unauthorised handling by the Subscriber (including the Subscriber's employees and other cooperating persons) or other persons. "Other persons" means persons who are not employees (or other cooperating persons) of the Subscriber or the Provider and who are not in a contractual relationship with the Provider as an individual or a legal person providing servicing or repair of Electronic Communications Equipment.
- 7.4 The deadlines and time limits agreed for the Service provision shall apply only further to timely compliance with all related obligations of the Subscriber; in the event of any non-compliance with certain obligations of the Subscriber, the time limits for Service provision shall be extended by the duration of the delay on the part of the Subscriber.

8. Establishment and Transfer of the Terminal Point of the Service

- 8.1 With respect to the connection to the Network, the Provider shall establish a Terminal Point at the Subscriber's Site.
- 8.2 The date referred to in the Service handover certificate shall be regarded as the date of establishment of the Service. If the Service is not delivered by means of a delivery certificate, the date of establishment of the Service shall be the date referred to in the Technical Specifications as the Required Service Establishment Date or a later date as of which the Service is demonstrably used by the User.
- 8.3 Should the Subscriber fail to provide the Provider with access strictly necessary for the establishment of the Service at the agreed time, the Provider shall be entitled to invoice the Subscriber for the time spent waiting and travelling.
- 8.4 Any delay in the delivery of the Service for reasons resting with the Subscriber (including but not limited to the non-provision of cooperation or non-compliance with the conditions specified in paragraph 5.2(e) above, or caused by third parties responsible for activities which the Subscriber has undertaken to carry out under Contractual Documents) shall not be included in the Service establishment duration.
- 8.5 If the Subscriber, after the signing the Technical Specifications but prior to the establishment of the Service, requests a change in the Service establishment date to a later date or if the Subscriber fails to provide the Provider with the necessary cooperation to establish the Service, the Subscriber shall compensate the Provider for the price of work and performances, including performances ordered from subcontractors associated with the change of Service establishment date.
- 8.6 If the Service Terminal Point is transferred at the Subscriber's request, the procedure for the establishment of the Service under this Article 8 of these General Terms and Conditions shall apply mutatis mutandis.
- 8.7 If the Subscriber fails to accept the Service within 30 days of the establishment of the Service by the Provider, the Subscriber shall pay the Provider a contractual penalty per day of delay in accepting the Service in an amount corresponding to the price of the Service per day of provision thereof multiplied by the number of days of such a delay. Payment of a contractual penalty shall be without prejudice to any claims to compensation for damage.

9. Price of Services and Terms of Payment

- 9.1 For Services in respect of which unit prices are charged in accordance with applicable tariffs stipulated in the Service Price List, the current Service Price List is available at the Provider's Customer Centre. Current information on all applicable prices of publicly available Electronic Communications Services offered by the Provider may be obtained by the Subscriber from the Provider's website. Information on other prices shall typically be set out in the relevant Technical Specifications of the Service.

- 9.2 The Subscriber shall pay the Provider prices for the Service provision, the amount of which or the method for the calculation of which shall be set out in Contractual Documents or the Service Price List.
- 9.3 The lump-sum charge for the establishment, change or renewal (reactivation) of the Service shall be invoiced in the monthly billing statement for the calendar month in which the Service is established, changed or renewed within the meaning of paragraph 8.2 above. Unless otherwise agreed between the contracting parties, the Provider shall charge the Subscriber for the first month after the date of establishment of the Service as follows:
- if the First Day is the first day of the calendar month, the monthly performance shall comprise the entire calendar month in question;
 - if the First Day is the final day of the calendar month, the monthly performance shall commence in the next calendar month;
 - if the First Day is a day during the calendar month, the monthly performance shall be proportionate to the number of days from the First Day (inclusive) to the end of the relevant calendar month.
- 9.4 The Provider shall be entitled to change the prices set out in the Service Price List without the Subscriber's approval, but shall notify such change to the Subscriber in accordance with paragraph 4.1(b) and (e) of these General Terms and Conditions.
- 9.5 The price, deposit and other fees charged, including any interest, contractual penalties, settlement for premature termination of the Agreement, or compensation for damage billed shall be paid by the Subscriber on the basis of a Billing Statement issued by the Provider within the maturity period specified in that Billing Statement. By agreement with the Subscriber, a Billing Statement may be drawn up separately for individual types of Services.
- 9.6 The billing period shall be the calendar month, unless expressly agreed otherwise by the contracting parties in the Contractual Documents.
- 9.7 The amounts charged shall be credited to the Provider's account specified in the Billing Statement by the due date, otherwise the Subscriber shall be in arrears. The maturity period shall be fourteen (14) days from the date of issuance of the Billing Statement, unless expressly provided otherwise in Contractual Documents and in the Billing Statement.
- 9.8 In the event of a default in paying the amount stated in a bill, the Provider shall be entitled to charge the Subscriber legitimate interest on late payment.
- 9.9 The Provider is entitled to authorise a third party to recover debts from Subscribers in default. The Subscriber is obliged to communicate with that party as with a duly authorised proxy of the Provider.
- 9.10 In the event of a default by the Subscriber, the Provider shall be entitled to charge the costs of sending reminders.
- 9.11 The Subscriber shall pay the Provider a special returnable deposit without undue delay after being requested for such payment by the Provider, the amount of which shall be calculated as the sum of up to the three (3) last monthly payments for the negotiated Service (or, if they do not exist, triple the average monthly payment for the provision of the specific type of Service) in the following cases:
- the Subscriber's registered office or place of residence is outside the Czech Republic;
 - the Framework Agreement, with the Provider's approval, has been transferred to a third party, but not all of the Provider's claims against the Subscriber have been paid;
 - the Subscriber repeatedly fails to comply with the terms of payment laid down in Contractual Documents;
 - a petition to initiate insolvency proceedings against the Subscriber is submitted;
 - a decision on the Subscriber's insolvency is issued;
 - the Subscriber has a debt outstanding or other obligation in relation to the Provider;
 - there is a disproportionate or unusual increase in the volume of a Service purchased by the Subscriber.
- 9.12 The Provider shall always be entitled to use the advance payment to cover the Provider's outstanding debts already due from the Subscriber, always first for the oldest debt due, and first to pay the costs associated with the collection of the debt, then for payment for Third-Party Services, then for payment of agreed instalments, then for payment of contractual penalties, and then for payment of the remainder of the Subscriber's oldest outstanding debt to the Provider, always first for payment of the principal, unless the Provider determines otherwise. The Provider shall be entitled to use the Subscriber's deposit, the Subscriber's overpayment, or any other financial amount in the same way. The Subscriber acknowledges that the Provider is entitled to claim from the Subscriber the costs associated with the recovery of a claim and to authorise third parties to recover claims, including legitimate costs of an agent.
- 9.13 If the deposit is not exhausted, the Provider shall return the deposit to the Subscriber upon termination of Service provision within 15 working days of the date of due payment of the final Billing Statement.

10. Malfunctions and Servicing

- 10.1 The Provider shall be responsible for the operation, inspection and maintenance of the Provider's Electronic Communications Equipment intended for Service provision.
- 10.2 The Provider shall be responsible for systematic supervision of the quality of Service provision 24/7, throughout the calendar year.
- 10.3 The Provider shall remove a Malfunction in Service provision occurring within the framework of the Provider's Network at the Provider's own expense provided that this Malfunction has not been – intentionally or otherwise – caused by and is not the fault of the Subscriber. The Provider shall also remove a Malfunction entirely or partially caused by or

- the fault of the Subscriber at the Subscriber's expense and under the conditions agreed between the contracting parties separately for each such case.
- 10.4 If a Malfunction within the Provider's Network is caused by the actions of a third party who is in a contractual relationship with the Subscriber, the Subscriber shall make all documents available to the Provider which are necessary for the lodging of the Provider's claims against that third party.
- 10.5 The Provider shall remove a Malfunction in an Electronic Communications Service within 12 hours of the reporting thereof.
- 10.6 The Subscriber is obliged to inform the Provider's Customer Centre about a Failure in Service provision without needless delay, specifying the following in the notification:
- identification of the Subscriber;
 - identification of each service in question;
 - a description of the Malfunction, including information about the Terminal Equipment in which the Malfunction is present;
 - the time the Malfunction occurred;
 - who is reporting the Malfunction;
 - the time the Malfunction is reported.
- 10.7 The Subscriber is obliged to check that the Failure is not on its own part.
- 10.8 If it is later discovered while eliminating the Malfunction that the Malfunction is not in the Network but is localised in the Subscriber's Terminal Equipment, the Provider shall be entitled to payment of the costs incurred.
- 10.9 Interruption of a power supply to any of the Provider's Equipment located at the Subscriber's Site shall not be considered a Malfunction under these General Terms and Conditions.
- 10.10 If the Subscriber fails to arrange access to all the spaces and rooms at the Subscriber's Site in which the Provider's Equipment is located in order to make a servicing intervention in the equipment, the time lost by the Provider's servicing staff waiting for access to these spaces shall not be included in the duration of the Malfunction and the Subscriber shall be obliged to pay for the time spent waiting.
- 10.11 If the Provider incurs additional expenditures due to inaccessibility of the Subscriber's building for a servicing intervention (e.g., having to repeat the trip to make repairs, additional costs of repairs associated to the time lag, etc.), the Provider shall be entitled to demand indemnities for the costs from the Subscriber. The Provider's right to demand indemnities for damage is not affected by this provision.

11. Complaints

- 11.1 Complaints by the Subscriber may concern Services provided or billing of prices. Complaints shall be lodged via the Customer Centre.
- 11.2 The Subscriber shall be obliged to file complaints concerning billing of prices within 2 months of the date of delivery of the Billing Statement for the Service provided, otherwise the right shall expire. Filing a complaint concerning billing of prices for Services provided based on Contractual Documents shall not have a suspensive effect, and the Subscriber shall be obliged to pay the price in full by the maturity date.
- 11.3 The Subscriber shall be obliged to file complaints concerning Services provided within 2 months of the day of the defective provision of a Service, otherwise the right shall expire.
- 11.4 If a Service has not been provided in the quality or extent specified by the Contractual Documents and/or according to the Service Parameters, or has not been provided at all, the corresponding part of the price paid for the Service provided in a defective manner shall be used to pay other debts that the Subscriber owes to the Provider. Only if indemnity is to be paid after the termination of the Framework Agreement and provided that the contracting parties' mutual debts are settled shall the indemnity be paid in cash.
- 11.5 The Provider shall be obliged to handle a complaint concerning billing of prices or Service provision without undue delay, no later than 1 month after the delivery date of the complaint. If complaint handling requires negotiations with an operator abroad, the Provider shall be obliged to handle the complaint within 2 months of its delivery.
- 11.6 If the price of a Service is billed to the detriment of the Subscriber, the Provider shall be obliged to return the price difference to the Subscriber within thirty (30) days of handling the complaint, unless the Subscriber agrees otherwise.
- 11.7 The Provider shall be entitled to charge the Subscriber for costs of handling a complaint concerning a Service provided if it is found that the defective performance occurred as a consequence of the Subscriber's violation of Contractual Documents, for other reasons on the Subscriber's part, or if it has not occurred at all. Only in cases where compensation should be provided after expiry of the Framework Agreement shall compensation be paid in cash, subject to the settlement of mutual obligations between the contracting parties.
- 11.8 Subscribers' complaints and comments concerning Service provision based on Contractual Documents shall be accepted at the Provider's Customer Centre and shall be handled in compliance with generally binding legislation and these General Terms and Conditions.

12. Protection of Operational Data and Localisation Data

- 12.1 The Provider is obliged to ensure, technically and organisationally, security of Services provided in terms of protection of the Subscriber's Personal Data in accordance with valid legislation and specified in more detail in the document Information on Personal Data Processing pursuant to Section 7.1 of these General Terms and Conditions, as well as protection of Operational Data and the Localisation Data and confidentiality of communication among individuals and legal persons when providing Services in accordance with the Electronic Communications Act.
- 12.2 Unless the Provider and the Subscriber agree otherwise, the Subscriber agrees to have its name and surname or business name listed in the Provider's reference list.
- 12.3 The Subscriber acknowledges that the Provider is obliged to process Operational Data and Localisation Data in accordance with the Electronic Communications Act for billing the price for the Service provision up to the end of the period during which payment may be enforced. The Subscriber acknowledges that operators of networks and operators of Electronic Communications Services may provide each other with data related to Service provision, including, but not limited to, data about the subscribers being connected, in order to ensure interconnection and access to the Network, mutual billing, and the detection of any misuse of the Network and Electronic Communications Services. Should the Subscriber incur a non-material loss as a result of defective processing of Personal Data, the Subscriber shall be entitled to seek compensation for such a loss in accordance with Section 2951(2) of the Civil Code.

13. Information for Consumers and Personal Data Protection

- 13.1 The provisions of this Article shall apply if the Subscriber is a consumer within the meaning of Section 418 of the Civil Code, i.e. if the Subscriber is an individual who enters into a contractual relationship with the Provider outside the scope of his/her business activities or outside the scope of the independent exercise of his/her profession.
- 13.2 The Provider hereby informs the Consumer Subscriber, pursuant to Section 14 of Act No. 634/1992 Coll., on Consumer Protection, as amended, that the entity for out-of-court settlement of consumer disputes materially competent for the services provided is the Czech Trade Inspection Authority. Website of the Czech Trade Inspection Authority: <http://www.coi.cz/>.
- 13.3 Information on the prices of the Services provided by the Provider is provided in the Service Price List.
- 13.4 Protection of the personal data of individuals, including the personal data of Customers, shall be ensured by the Provider in accordance with EU and Czech legislation, in particular with Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "GDPR") and Act No 110/2019 Coll., on the processing of personal data, as amended (hereinafter referred to as "Personal Data Processing Act"), or other regulations governing this matter. The Provider regulates the matter of personal data in documents entitled Terms and Conditions of Personal Data Protection and Principles of Personal Data Processing, which are listed on the website: www.cdt.cz/soubory-ke-stazeni.

14. Cooperation between the Parties

- 14.1 Interactions between the Subscriber and the Provider to eliminate ambiguities in their mutual communication in the provision of the Services specified in paragraph 1.2 of these GTC shall be carried out through authorised persons of the Subscriber and the Provider. A list of these persons with an indication of their powers is set out in an Annex to the Framework Agreement. Both parties undertake to notify the other party of any changes in contact persons, contact addresses and places of performance, including the telephone number necessary for reporting repairs and malfunctions, within a period of no more than 10 days before the change is made.
- 14.2 The Contracting Parties are obliged to immediately and demonstrably inform the other Contracting Party of all facts that are or may be important for the proper fulfilment of obligations ensuing from the Contractual Documents.

15. Restricting or Suspending the Service Provision

- 15.1 The Subscriber acknowledges that the Provider, when providing internet access services, shall not implement traffic management measures that go beyond reasonable traffic management measures pursuant to Article 3 of Regulation (EU) 2015/2120 of the European Parliament and of the Council and, in particular, shall not block, slow down, alter, restrict, disrupt, degrade or discriminate against specific content, applications or services or specific categories thereof, unless it is absolutely necessary and only for the time strictly necessary for the purpose of:
 - a) compliance with Union legislative acts or national legislation, consistent with EU law, applicable to providers of internet access services or measures implementing those Union legislative acts or national legislation, consistent with EU law, including decisions of courts or public authorities having jurisdiction;

- b) maintaining the integrity and security of the network, the services provided over the network and the end-user equipment;
 - c) avoiding imminent network congestion and mitigating the effects of exceptional or temporary network congestion, provided that equivalent categories of traffic are treated equally. Such restriction/interruption of a Service is not a violation of the terms and conditions of the Service provision by the Provider.
- 15.2 The Provider is entitled, except for calls to emergency numbers, to immediately limit or interrupt the provision of the Service if:
- a) the Subscriber fails to pay the billed amount despite a reminder and fails to do so even within an additional grace period, which shall not be shorter than 7 days from the receipt of the reminder from the Provider for non-payment of the price (receipt by SMS or e-mail is also considered to be verifiable receipt of the reminder for non-payment of the price). After the expiry of the grace period, the Provider may restrict the provision of the separately billed Service in question to the Subscriber by preventing active access to the Service, except for making calls to emergency numbers. The price for a demonstrable reminder must be cost oriented;
 - b) it is suspected that the Subscriber has entered into the Agreement on the basis of false information or if the Subscriber is abusing the Service;
 - c) there is a reasonable suspicion that the Subscriber or a third party through the Subscriber's Equipment has abused or is abusing the Services, or is using the Services in a manner that may adversely affect the operation of the Network or any part thereof, or the quality of the Services, or materially interferes with the rights of others;
 - d) viruses or spam are sent from the Subscriber's technical equipment or DDOS attacks are made on the Provider's or third parties' technical equipment, regardless of whether this was caused by the Subscriber's will or in case of abuse of the Subscriber's technical equipment by a third party;
 - e) the conditions necessary for the Provider to provide the Service to the Subscriber are not met. Such restriction/interruption of a Service is not a violation of the terms and conditions of the Service provision by the Provider.
- 15.3 For the proper use of the Services and Networks and to prevent their abuse, the Provider shall be entitled to:
- a) set financial or volume limits for the provision of Services, usually for a certain period of time (e.g. day, billing period, etc.); if the limit is exceeded, the Provider is entitled to interrupt the provision of Services;
 - b) change the telephone number, user name, IP address or access codes for urgent technical or operational reasons after providing notification and without the Subscriber's consent. When renumbering, the Provider through automatic announcements or in any other way, shall inform the caller free of charge about the changes of subscriber numbers at the Provider;
 - c) apply transparent, non-discriminatory and proportionate measures to manage traffic on the Network; to maintain the integrity and security of the Network, to protect against congestion or to mitigate impacts, the Provider is entitled to temporarily limit traffic on the Network to the extent necessary to enable optimal use of the Service by all Subscribers.
- 15.4 The Subscriber acknowledges that the Provider is entitled to restrict or interrupt the provision of the Service for the reasons set out in this Article without prior notice to the Subscriber only on the basis of the Provider's own findings. However, the Provider is obliged to inform the Subscriber of the fact of the restriction or interruption of the Service by telephone, e-mail, SMS, displaying the message on the Subscriber's device or in any other agreed manner. In the event that active access to the Service is prevented due to reasons on the part of the Subscriber, the Subscriber shall be obliged to pay the full price of the Service during this period.
- 15.5 The Provider is entitled, upon the consent of the Czech Telecommunication Office, not to connect, disconnect or disable any device that causes damage to the Network or harmful interference or interferes with the functionality of the Network. In extraordinary circumstances, the Provider shall be entitled to disconnect the device without the consent of the Czech Telecommunication Office if necessary for the protection of the Network.
- 15.6 The Provider shall discontinue the provision of the Service in the event of the death of the Subscriber, if the Subscriber is an individual conducting business. A death certificate is required.

16. Common, Temporary and Final Provisions

- 16.1 The contractual relationship between the Subscriber and the Provider shall be governed by the laws of the Czech Republic.
- 16.2 The Framework Agreement is concluded in accordance with the Civil Code. Disputes between the Subscriber and the Provider shall be settled by a court; in some cases the Czech Telecommunication Office is given jurisdiction. Disputes referred to in Section 129 of the Electronic Communications Act shall be settled exclusively by the Czech Telecommunication Office. These particularly include disputes relating to obligations imposed by or on the basis of the Electronic Communications Act and disputes in cases where the Provider or the Subscriber has changed to another person, in particular due to assignment of a claim, assumption of a debt or accession to a debt.
- 16.3 Consumers may settle disputes in accordance with Section 20d et seq. of Act No. 634/1992 Coll., the Consumer Protection Act, out of court with an authorised entity, specifically in the case of a dispute concerning Electronic

- Communications Services with the Czech Telecommunications Office - www.ctu.cz and in the case of other disputes with the Czech Trade Inspection Authority - www.coi.cz. The Provider may contact the Subscriber via:
- i. a contact point (i.e. customer service centre);
 - ii. postal or courier service providers;
 - iii. e-mail, telephone or SMS; or
 - iv. data box.
- 16.4 For the purposes of compliance with the form required by the Framework Agreement, a legal act of the Provider or the Subscriber made by e-mail, in the case of a Subscriber from an e-mail box registered by the Provider, or by a data message to the Subscriber's data box from the Provider's data box shall be deemed written form.
- 16.5 The Provider's correspondence shall be delivered to the Subscriber at the address specified in the Framework Agreement or at any other address notified by an authorised representative of the Subscriber. However, if necessary, the Provider may also send the document to the Subscriber at another address known to the Provider, including the Subscriber's e-mail address. Correspondence sent by the Provider via a postal operator shall be regarded as delivered on the third working day after the dispatch thereof; correspondence sent to an address in another country shall be regarded as delivered on the 15th working day after dispatch. Delivery of a document to the contact address specified in the Framework Agreement shall be effective even if the Subscriber is no longer present at that address. A message sent by the Provider via e-mail or SMS shall be deemed to have been delivered no later than the day following the date of sending the message to the Subscriber's telephone number or e-mail address.
- 16.6 Written acts are considered to be acts delivered to the other contracting party via a postal or courier service provider, by fax, to the Subscriber's data box and via e-mail provided that they are signed with a qualified electronic signature pursuant to Act No. 297/2016 Coll. on services creating confidence for electronic transactions and on amendments to certain other acts (the Electronic Signature Act), as amended. This shall not apply to notice of termination or withdrawal from the Framework Agreement or Technical Specifications sent by registered letter via a postal operator or courier services, or delivered in person to the Subscriber or an Authorised Representative of another party.
- 16.7 In cases of doubt as to whether the Service has been provided or whether an amount has been executed, the listing from the operation of the system of the Provider or the competent operator shall be decisive.
- 16.8 The Provider shall be entitled to comply with obligations under Contractual Documents via suppliers, but in doing so shall bear the same liability as though the Provider was fulfilling such obligations itself.
- 16.9 The Subscriber shall not assign or transfer to a third party any rights and obligations deriving from the Framework Agreement or Technical Specifications without the prior written approval of the Provider. Rights and obligations deriving from the Framework Agreement and Technical Specifications shall pass to the legal successors of the contracting parties.
- 16.10 Both parties shall interpret the General Terms and Conditions and other Contractual Documents in good faith. Should one or more provisions of the General Terms and Conditions or other Contractual Documents be regarded as illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall be without prejudice to the other provisions of the General Terms and Conditions (or other Contractual Documents), which shall be interpreted as though such illegal, invalid or unenforceable provisions had not existed. The Provider and the Subscriber agree that any and all illegal, invalid or unenforceable provisions shall be replaced by legal, valid and enforceable provisions which are closest to the spirit and purpose of the provisions being replaced.
- 16.11 Termination of the force and effect of the Framework Agreement shall not affect the contracting parties' claims to performances which may inherently exist even after the termination of the force and effect of the Framework Agreement including, but not limited to, the right to the payment of the price for Services, default interest, contractual penalties, or compensation for damage.
- 16.12 ČD - Telematika has issued these General Terms and Conditions in accordance with the wording of Section 63 et seq. of the ECA and Section 1751 of the Civil Code. Unless a specific arrangement provides for a different starting date, they shall take effect on 1 July 2022. These General Terms of Service are valid for all Contracts concluded as of 15 June 2022. These General Terms and Conditions supersede the General Terms and Conditions of Service Provision of ČD - Telematika a.s. in force as of 1 April 2020 as well as the General Terms and Conditions for the provision of data, voice and transmission services valid and effective from 25 May 2018.
- 16.13 These General Terms and Conditions have been published by the Provider in Czech and English. In case of any discrepancies in interpretation, the Czech version of the General Terms and Conditions shall prevail.
- 16.14 The General Terms and Conditions are located on the Provider's website www.cdt.cz in the section Customer Centre / Downloads. To consumers and individuals conducting business, they are sent electronically to the e-mail address specified in the agreement.
- 16.15 The General Terms and Conditions are issued by the Provider in the Czech and English languages; the Czech version of the General Terms and Conditions shall prevail in the event of disagreements in interpretation.
- 16.16 Changes introduced by the amendment to the Electronic Communications Act effective from 1 January 2022 shall also apply to existing Subscribers who will be notified in advance of the modification of these General Terms and Conditions in accordance with the law.

In Prague, 17 May 2022

We want to be the first choice for communication infrastructure services and transport telematics solutions | www.cdt.cz