

GENERAL CONDITIONS FOR THE PROVISION OF PUBLIC TELECOMMUNICATIONS SERVICES

("General Terms and Conditions")

Annex No.1 to the contract for the provision of telecommunications services

Article I. Introductory Provisions

I.1. This document is issued in accordance with the provisions of Section 63 of Act No. 374/2021 Coll., on Electronic Communications and Amendments to Certain Related Acts (hereinafter referred to as "ZoEK").

I.2. These General Terms and Conditions regulate the basic operational, commercial and organizational conditions for the provision of public telecommunication services and other communication activities (hereinafter referred to as the "Service") of OptoNet Communication, spol. s r.o. (hereinafter referred to as the "Provider") via the "OptoNet" communication network.

I.3. These General Terms and Conditions form an integral part of any contract for the provision of telecommunications services concluded between the provider of such services and any user of such services. Their current version is posted on the Provider's website - www.optonet.cz. The Provider reserves the right to unilaterally change these Terms and Conditions.

Article II. Basic concepts

II.1. In these General Terms and Conditions, the following words and expressions shall have the meanings ascribed to them:

- "Price" means the price for the telecommunications services provided.
- "Contact Person" means the person who arranges for the transfer of information between the Parties relating to the performance of a contract for the provision of telecommunications services and who is authorized to act in a binding manner with respect to the provision of telecommunications services under such contract. Who is such Contact Person acting on behalf of the Parties shall be determined in the specific contract for the provision of the telecommunications service in question.
- "Service Specification" means the specific technical and other conditions for the provision of a particular type of telecommunications service. A service specification forms an integral part of any contract for the provision of a particular telecommunications service.
- "Authorised Representative" means a person authorised to perform legal acts on behalf of a Party.
- "OptoNet" means the telecommunications network owned (used) by the Provider

- "Provider" means OptoNet Communication, spol. s r.o., with its registered office at Červený Kříž 250, 586 01 Jihlava, identification number 27750132, registered in the Commercial Register maintained by the Regional Court in Brno, Section C., File 56527, which, based on the Contract, in accordance with the applicable legal regulations and within the framework of the authorisations granted by the CTU, provides or ensures the provision of telecommunications services to third parties - users.
- "User" means a natural or legal person who uses the Provider's services based on the Agreement.
- "Contract" means a contract for the provision of telecommunications services.
- "Contracting Party" means either the Provider and/or the User, as the case may be.
- "Billing Period" means the base period for which the price for the Services is billed.
- "Claim" means a claim for liability for defects in the Services provided by the Provider.

II.2. Unless the context otherwise requires, defined expressions indicating the singular include the plural and vice versa.

Article III. Types of Services Provided

III.1. The Provider provides the following communication activities and services under the Certificate of Notification of Communication Activity No. 2251 issued by the CTU on 19 November 2007:

- a) Internet access services
- b) Circuit rental
- c) Data transmission services
- d) Public fixed electronic communications network services
- e) Other voice services
- f) Radio and television broadcasting services

III.2. The Provider provides telecommunications services throughout the Czech Republic.

III.3. The Customer shall be provided with individual Services based on the Service Specification Form (hereinafter referred to as the "Specification"), which is included in the Contract as an annex thereto. The Customer may submit a request for the establishment of a Service to the Provider in person, in writing or, depending on the technical and operational capabilities of the Provider, also electronically, with the possibility of using an identification code.

Article IV. Contract for the provision of Services

IV.1. Telecommunication services are provided based on a Contract, the subject of which is the Provider's obligation to provide the User with Services, to perform works, to deliver things or to provide rights, for the purpose of establishing a certain Service for the User and the User's corresponding obligation to pay the Provider the price for the Service so provided in the amount specified in the Contract. This document is issued in accordance with the provisions of Section 63 of Act No. 374/20021 Coll., on Electronic Communications and Amendments to Certain Related Acts (hereinafter referred to as "ZoEK").

Article V. Rights and Obligations of the Provider

V.1. The Provider is obliged to:

- a) to provide the Service in accordance with the Agreement and these General Terms and Conditions to anyone who requests it and agrees to the General Terms and Conditions, for the agreed price, unless this conflicts with the legitimate interests of the Provider
- b) upon the User's written request, make a change to the Service, provided that such change is possible and in accordance with these General Terms and Conditions.
- (c) maintain the OptoNet network in a condition consistent with the relevant technical and operational standards and conditions established by generally binding legislation
- (d) to carry out troubleshooting in such a way that, taking into account the particular circumstances, such troubles are always rectified as soon as possible:
- e) notify the User in an appropriate manner (by telephone, electronic mail or letter) in sufficient time that there will be a limitation, interruption, change or irregularity in the provision of the Service, if such limitation, interruption, change or irregularity could have been foreseen and
- f) maintain the confidentiality of all facts relating to the activities of the User, its business partners, suppliers, employees and know-how, of which it becomes aware during the provision of the Service.

V.2. The Provider is obliged to provide the Services continuously. In the event that an interruption in the provision of the Service is necessary for operational reasons, such interruption shall preferably take place on weekdays between 02.00 and 07.00 hours and Saturdays between 12.00 and 18.00 hours.

Article VI. Rights and Obligations of the User

VI.1. The User is obliged to:

- a) pay the Provider the price for the services provided in a due and timely manner, in the amount specified in the contract.
- b) ensure that the telecommunications equipment which it connects to the Provider's facilities meets the conditions set out in generally binding legal regulations. The User shall be liable for damages incurred by the Provider or third parties as a result of the operation of the equipment which the User has connected to the Provider's equipment
- c) allow the Provider access to its equipment located on the User's premises
- d) immediately notify the Provider's Contact Person of any malfunctions and defects that have occurred during the provision of the Service. The Subscriber is obliged to notify the Provider's hot-line listed on the website www.optonet.cz (the Provider's contractual partner), who will make a record of this fact and always notify the Provider's representative.
- f) refrain from any actions that violate ethical rules of conduct on the network, in particular, non-specific dissemination of unsolicited electronic mail or unauthorized access to other networks (hacking)
- g) maintain the confidentiality of all facts relating to the activities of the Provider, its business partners, suppliers, employees and know-how, of which it becomes aware during the provision of the Service.
- h) The User is entitled to allow another person to use the Service. However, his/her liability arising from the use of the Service, including the obligation to pay the prices charged, is not affected.

VI.2. The User undertakes to secure written consents from all owners or administrators of the buildings concerned for the placement of the Provider's technical equipment, i.e. cabling, racks, switchboards and other equipment, including power supply, and to submit these written consents to the Provider well in advance.

VI.3. The User is obliged to immediately notify the Provider of any fact that could result in damage or its increase. The User is also obliged to notify the Provider immediately after becoming aware of the occurrence of any damage.

VI.4. The User undertakes to ensure access to the buildings and premises concerned by authorized employees of the Provider or employees of a third party, who shall provide written authorization from the Provider, for the purpose of servicing and maintenance of the Provider's technical equipment located there, or the technical equipment of the User or third parties, which has been taken over by the Provider under this Agreement. If the user is at fault for an extended period of downtime (e.g. not being allowed into the premises, etc.), this time will not be counted towards the total period of downtime and therefore will not be penalised, if applicable, for failure to maintain the quality of service for the above reason.

VI.5. The User undertakes to take proper care of the Provider's technical equipment located at the service endpoints, or of its own technical equipment that has been taken over by the Provider under this Agreement. In particular, the User shall ensure that the climatic conditions of the premises in which the Provider's equipment is located corresponding to the operating conditions of the equipment and that the equipment is connected and used in accordance with the instructions for use.

VI.6. The User undertakes to provide power supply at the service end points for the operation of the circuit terminating equipment as required by the Provider. In the event that the power supply provided fails to meet the requirements of the provider, thereby causing damage to the provider, the user shall be responsible for such damage and the service shall not be deemed unavailable.

VI.7. The liability of the Parties shall be governed by the Contract, the General Terms and Conditions for the Provision of Public Telecommunications Service and the Commercial Code.

Article VII. Refusal, Limitation, Suspension and Termination of Services

VII.1. The Provider has the right to refuse, suspend or limit the provision of the Services in the following cases:

- a) if its ability to provide the agreed Services is limited by an objectively unavoidable event which it could not have foreseen or prevented
- b) under the terms and conditions specified in the Agreement, if the User is in default of payment of the price for the Services provided
- c) for the necessary period of time if the User violates its obligations under the Agreement or these General Terms and Conditions
- d) The Customer has intentionally provided incorrect personal or identifying information,
- e) The Customer has consistently paid late, has consistently failed to pay the prices for the Services stated in the price bill or has not paid the prices for the Services stated in the price bill from a previous or other concurrent contractual relationship if the Customer has been notified of the non-payment on a verifiable basis,
- f) The Customer has refused to accept the provisions of these General Terms and Conditions,
- (g) The customer has entered into liquidation, has been placed in receivership, has been declared bankrupt, has had a petition for bankruptcy dismissed for lack of assets, has been granted an arrangement or has been ordered to enforce a judgment by selling the business.

The Provider shall notify the Customer of the reasons for refusing the restriction or suspension within 20 calendar days of the date of the request for the establishment of the service or its suspension.

VII.2. For the purposes of the Contract and these General Terms and Conditions, a written notice shall be deemed to have been delivered on the date of its actual delivery, but no later than on the 3rd working day following the day on which the written notice was delivered for delivery to the address of the registered office or place of business or residence of the other Party specified in the header of the Contract. For the purpose of determining the date on which the written notice was forwarded for delivery, the date indicated on the relevant document confirming receipt of the delivery shall be decisive.

Article VIII. Material Breach of the Contract

VIII.1. The Provider shall be deemed to be in material breach of the Contract if the Provider is unable to establish the requested Service or to make a change to a particular Service even within a reasonable time after the expiration of the time limit set forth in the Contract or the relevant Contract amendment. In addition, it shall be deemed a material breach of the Contract if, due to the Provider's fault, the User's equipment taken over by the Provider from the User has been repeatedly damaged, lost or destroyed. Restriction or discontinuation of the provision of the Service by the Provider pursuant to Article VII, paragraph VII.1. as well as pursuant to Article V, paragraph V.2. of these General Terms and Conditions shall not be considered a material breach of the Contract.

VIII.2. For the purposes of the Contract and these General Terms and Conditions, a written notice shall be deemed to have been delivered on the date of its actual delivery, but no later than on the 3rd working day following the day on which the written notice was delivered for delivery to the address of the registered office or place of business or residence of the other Party specified in the header of the Contract. For the purpose of determining the date on which the written notice was forwarded for delivery, the date indicated on the relevant document confirming receipt of the delivery shall be decisive.

VIII.3. A material breach of the Agreement by the User shall be deemed to be:

- a) delay of the User in paying the Price for the Services provided for a period exceeding 60 (sixty) days;
- (b) providing incorrect or incomplete information in connection with the establishment of the Service:
- c) repeated and continued use of the Service or the Provider's equipment in violation of the Contract or applicable law:
- d) denying the Provider access to the User's technical equipment and systems in connection with locating and eliminating the fault;
- e) failure to disconnect the User's equipment from the public network or the Provider's network, if such equipment causes malfunctions, interference or other defects on such network, although the User has been requested to do so by the Provider:
- f) repeated damage, loss or destruction of the Provider's equipment, even if not intentional: and
- (g) engaging in activities that violate the ethical rules of the Internet.

Article IX. Trade and Telecommunications Secrets

IX.1. The Parties undertake not to obtain, for purposes other than business purposes, information about facts subject to telecommunications secrecy to a greater extent than is necessary for the exercise of rights and obligations.

IX.2. The subject of telecommunication secrecy according to Act No. 374/2021 Coll., is:

- (a) the content of messages carried or otherwise conveyed by telecommunications facilities and networks, excluding messages intended for the public
- (b) operational documents from the content of which the content of the data transported is apparent
- (c) data related to the provision of telecommunications services, in particular data on subscribers to the telecommunications connection.

IX.3. The Parties agree to maintain the confidentiality of information and facts that are subject to telecommunication secrecy.

IX.4. The Parties agree to keep confidential from each other all facts of which they become aware, directly or indirectly, and which may be regarded as trade secrets or which one of the Parties so designates.

IX.5. The Provider undertakes not to disclose the subject of telecommunication secrecy to persons other than the User or the User's authorized representative and not to allow third parties to obtain information that is the subject of telecommunication secrecy.

IX.6. Failure to comply with trade and telecommunications secrecy obligations shall be considered a Material Breach of the Agreement.

Article X. Formation and Termination of the Agreement

X.1. The Contract shall be concluded in writing for an indefinite period of time and shall be valid from the moment it is signed by the Authorised Representatives of both Parties. However, the Contract shall only become effective when the Handover Protocol, which shall form an integral part of the Contract, is signed.

X.2. The Contract shall terminate:

- a) by written agreement of the Parties
- b) the expiry of the agreed notice period if the Contract was concluded for an indefinite period. In the event that no notice period is agreed in the Contract, the notice period shall be 3 months and shall commence on the first day of the calendar month following the calendar month in which the notice is delivered to the other Party
- c) the expiration of the one-month notice period upon termination given by the User due to a change in these General Terms and Conditions by a unilateral act of the Provider. The notice must be given in writing and must be given so that the notice period expires before the amendment to the General Terms and Conditions is to take effect
- d) withdrawal due to a material breach of the Contract by the other Party.

e) the expiry of the period for which the Contract was concluded if the Contract was concluded for a fixed period.

X.3. Upon termination of the Contract, the User shall return to the Provider without undue delay all technical equipment and other things provided and cease to use the rights received from the Provider for the purpose of proper provision of the Service under the Contract. In the event that the User is in delay with the return of the aforementioned technical equipment or other things for more than seven (7) days, the User shall be obliged to pay the Provider a contractual penalty in the amount of 2 times the price for which the Provider acquired the technical equipment or other things.

X.4. All claims and liabilities of a pecuniary nature arising from the Contract shall be settled between the Parties within ten (10) calendar days after the termination of the Contract.

Article XI. Quality of Services Provided

XI.1. The Provider undertakes to provide the User with the minimum agreed availability of the service, based on the "Definition of the quality of services provided - SLA", which is an integral part of the Contract.

Article XII. Exercise of Liability Rights for Defects in Services

XII.1. The Contract shall be concluded in writing for an indefinite period of time and shall be valid from the moment it is signed by the Authorised Representatives of both Parties. However, the Contract shall not become effective until the moment of signing the handover protocol, which shall be an integral part of the Contract.

XII.2. In the event that the User believes that the Service provided does not correspond to the agreed terms and conditions in terms of its scope, quality or price and therefore has defects, the User may exercise the relevant rights of liability for these defects with the Provider under the conditions set out below.

XII.3. The Provider shall be liable for the scope, price and quality of only those Services that it provides in accordance with the relevant Contract, in the event that:

(a) the contracted Service has not been provided to the quality specified in the Contract or the relevant regulations, or that the Service has not been priced in accordance with the applicable Price List or Contract;
or

b) the Services provided do not have the agreed, prescribed or approved characteristics.

XII.4. Complaints may be made in the event that incorrect billing of the price for the Service provided or deficiencies in the manner of provision of the Service are alleged.

XII.5. Complaints shall be made in writing at the Provider's complaints department at the contact address indicated on the Provider's invoice for the price of the Services. Complaints may also be made by fax, 24 hours a day.

XII.6. If the Service defect consists of an incorrectly billed price for the Service provided, the User has the right to claim the price for the Service within two (2) months from the delivery of the bill, otherwise, this right shall expire.

XII.7. Complaints concerning defects other than the invoiced price must be submitted without undue delay after their discovery (generally within 15 (fifteen) days).

XII.8. The application of a Complaint against the amount of prices charged for the Services shall not have a suspensive effect and the User shall be obliged to pay the charged price in full by the due date.

XII.9. Complaints shall be handled within time limits appropriate to the complexity and technical or administrative complexity of the Complaint, as follows:

a) Simple cases of Complaints not requiring technical investigation shall be handled, as a rule, within 15 (fifteen) calendar days of receipt of the Complaint;

b) Complaints requiring technical investigation and Price Complaints shall be settled within 30 (thirty) calendar days of receipt of the Complaint;

c) more complex cases of Complaints regarding price, if they had to be solved in cooperation with foreign operators, shall be handled within 60 (sixty) calendar days from the receipt of the Complaint.

XII.10. The User shall have the right to a refund of the overpayment or a refund of the prices paid for the Services based on a positively resolved Complaint and the Provider shall be obliged to refund the amounts paid:

a) in the form of a credit note in the next billing after the positive settlement of the Claim;

b) within thirty (30) calendar days from the date of positive resolution of the User's Complaint, unless otherwise agreed with the User; or

c) if payment of the price of the Services has not been made, by cancelling the original bill and issuing a corrected bill based on the Complaint.

XII.11. The right to return the overpayment arising from a positively resolved Complaint, which could not be returned due to obstacles on the User's side, is time-barred within the time limits set by generally binding legal regulations, as amended.

XII.12. In the event that the User does not agree with the outcome of the Provider's complaint procedure, the User shall have the right to turn to the Czech Telecommunications Office in the event of a Complaint regarding the price for the Service provided within thirty (30) days of receipt of the Complaint.

Article XIII. Compensation for Damages and Costs, Property Penalties

XIII.1. In the event that either party fails to meet the agreed due date of the invoice - tax document, this party shall be in default and shall be obliged to pay the other party default interest in the amount of 0.05% of the amount due for each day of delay, based on the invoice.

XIII.2. The User is obliged to pay the Provider compensation for damages incurred in the event of unauthorized interference with the entrusted technical equipment.

XIII.3. The User is also obliged to pay the Provider the amount according to the valid price list specified on the website www.optonet.cz for each commenced hour from the arrival of the Provider's service team to the place of the fault, which occurred based on the User's request and which subsequently proved to be unjustified, i.e. the fault was not found in the Provider's service.

Article XIV. Common Provisions

XIV.1. The Provider is entitled to handle the data and information about the User only in accordance with the applicable law of the Czech Republic. The Provider may not disclose this information to third parties, except as provided or required by law or on the basis of the User's consent. Except as otherwise provided in the Agreement, the User agrees to the inclusion of his/her business name, name or title in the Provider's marketing materials.

XIV.2. The Provider shall be entitled to amend and supplement the General Terms and Conditions, Pricelists and Complaints Regulations of the Provider in the event of changes in technical, operational, commercial or organizational conditions on the Provider's side or due to changes in generally binding legal regulations. Notification of changes to the General Terms and Conditions shall be made by publication in the Provider's premises and at its business partners, as well as on its website: <http://www.optonet.cz>.

Article XV. Final Provisions

XV.1. The contractual relationship between the User and the Provider shall be governed by the law of the Czech Republic.

XV.2. If the Contract and the General Terms and Conditions are drawn up in a foreign language, the Czech version shall always prevail, unless the Parties agree otherwise.

XV.3. In the event of a conflict between the provisions of the Contract and the General Terms and Conditions, the provisions of the Contract shall prevail over the provisions of the General Terms and Conditions.

XV.4. In the event that one or more provisions of these General Terms and Conditions are held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of these General Terms and Conditions, which shall be construed as if such illegal, invalid or unenforceable provisions did not exist. Provider and User agree that any illegal, invalid or unenforceable provisions shall be replaced by the legal, valid and enforceable provisions that most closely approximate the meaning and intent of these General Terms.

XV.5. These General Terms and Conditions shall cease to be effective upon the effective date of the later General Terms and Conditions.

XV.6. These General Terms and Conditions come into force on the date of signing by an authorized person of OptoNet Communication, spol. s r.o., i.e. the Provider, and come into force on 1 November 2007.