

Business Terms and Conditions of COOLHOUSING s.r.o.

Contracting Parties

- (1) **COOLHOUSING** s.r.o., with registered office at Na Okraji 1293/6, Prague 6 - Břevnov, 162 00, company ID (IČO) 14893983, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Entry 4766.

Bank account for payments in EUR: Fio banka, a.s., account number: 2300635605/2010

Bank account for payments in CZK: Fio banka, a.s., account number: 2200667685/2010

Contact address: COOLHOUSING s.r.o., Vinohradská 2405/190, Prague 3, 130 00, info@coolhousing.net or e-mail address of specific Service referred to on the Web or in the Contract (in accordance with definitions provided below)

(hereinafter referred to as the "**Provider**").

and

- (2) The customer, which means a natural or legal person to whom the Provider provides the Service on the basis of a concluded Contract or Order (the Order and the Contract together as the "**Contract**" unless expressly stated otherwise) under these terms and conditions (hereinafter referred to as the "**Customer**").

Both the Provider and the Customer collectively hereinafter referred to as "**Contracting Parties**" or each separately as a "**Contracting Party**".

1. INTRODUCTORY PROVISIONS

- 1.1 These Business Terms and Conditions (hereinafter referred to as the "**BTCs**") are in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), form an inseparable part of any contract concluded between the Provider and the Customer (hereinafter referred to as the "Contract" unless the Contracting Parties have expressly agreed to a different arrangement).
- 1.2 In the event that a specific Contract is not concluded for certain Services between the Contracting Parties, the contractual relationship between the Contracting Parties shall be governed by these BTCs, price list and any other terms and conditions or warranties expressly provided by the Provider on the Web.
- 1.3 These BTCs are valid from December 1, 2018 and effective from January 1, 2019 and apply to the conclusion of all Contracts between the Contracting Parties, unless otherwise specified in a particular Contract, through the Provider' Web at <https://www.coolhousing.net>, or to Services offered by the Provider to the Customer via the Web.
- 1.4 These BTCs apply exclusively to Contracts entered into with Customers who are the end customers of the Provider. Unless otherwise agreed by the Contracting Parties, these BTCs do not apply to Contracts concluded with the Provider's business partners who do not draw the Services exclusively for final consumption purposes and to which terms and conditions agreed individually between the Contracting Parties apply.
- 1.5 These BTCs shall also apply mutatis mutandis to the conclusion of all contracts between the Contracting Parties implemented through means of distance communication (i.e. via the Provider's web pages, by telephone, fax, e-mail, etc.).
- 1.6 These BTCs also include all other terms and conditions or warranties expressly provided by the Provider on the Web or in the Contract.

- 1.7 In the event that the Provider, under the Contract with the Customer, provides the Customer with publicly available electronic communications services or connection to the public communications network pursuant to Act No. 127/2005 Coll., The Electronic Communications Act and the amendment of some related laws, as amended (the " ECA "), an integral part of the contractual relationship between the Provider and the Customer shall also be "Special Conditions for Electronic Communications Services "; the complete contractual documentation of the Provider on providing electronic communications services is publicly available on the Web [<https://www.coolhousing.net/en/business-documents>].

2. DEFINITION OF TERMS

- 2.1 The terms used with a capital letter shall have the following meaning for the purposes of these business terms and conditions, with the terms defined in the BTCs in plural shall have the same meaning in singular and vice versa:
- 2.2 **Abuse or Complain Report** is a report of Malicious Content appearing in the Service.
- 2.3 **Administration** means the Service of managing the software part of the Service, the scope of which is stated on the Provider's Web and further specified in the Contract.
- 2.4 **Acceptance** by the Provider is the moment of signing the paper copy of the Contract or the delivery of a confirmation of the receipt of the Order confirmed by the Customer from the Provider to the Customer, unless stipulated otherwise in the Contract, and the beginning of the provision of the Service. The Contract in paper form shall become valid and effective after it has been signed by both Contracting Parties or by the moment of Acceptance of the proper and complete Order of the Customer by the Provider, unless stipulated otherwise in the Contract. In the case of an Order being executed differently than a written form, the Acceptance shall be the moment of commencement of the provision of the Service by the Provider, which can occur only after confirmation of the Order within the meaning of Article 2.18 below.
- 2.5 **Authorized contact** is a verified Customer contact, such as an e-mail.
- 2.6 **Authorized request** is a Customer's request submitted to the Provider via the Controlpanel (see Section "Authorized request"), in writing at email info@coolhousing.net or by telephone +420 777 310 000 or +420 220 000 900.
- 2.7 **Controlpanel** or **CP** is a Customer service and tools center available on the Web at <https://controlpanel.coolhousing.net> for the management of the Services, including a summary of payments or information about the Customer (including Customer's Contact Address) or for the Customer (for example, planned shutdowns) available to the Customer and / or the Provider. This portal is secured by a qualified certificate of an accredited certification authority. The password for the Controlpanel can be changed or acquired new at any time, based on access to the Customer's mailbox, which is registered via the password forgotten function in the Controlpanel account.
- 2.8 **Data Center** is the Provider's premises where hardware and software resources are located and, where appropriate, other facilities used to provide the Services.
- 2.9 **Dedicated Server** is a separate set of hardware resources provided by the Provider and reserved to the Customer. The specification of hardware resources is defined in the Contract and it is provided to the Customer in the form of a lease.
- 2.10 **Service provision duration** is the period from the beginning to the end of the Service provided by the Provider to the Customer.
- 2.11 **Confidential information** means, unless the Contract or the BTCs provide otherwise, all information about the other Contracting Party arising out of the concluded Contract or which the Contracting Parties become aware of in connection with the performance of the Contract.
- 2.12 **Invoice** means an advance sheet and / or a tax document in the sense of valid and effective applicable generally binding legal regulations.

- 2.13 **Invoice Period** means the period for which the Service was ordered, within which a request for payment for the ordered Service or an advance Invoice is issued.
- 2.14 **Hardware service** or also **HW service** is a repair of fixed parts of equipment, typically a dedicated server.
- 2.15 **IP address** is a number that uniquely identifies a network interface in a network that uses IP (Internet Protocol).
- 2.16 **Connectivity** or the **Internet network** is a connection to the global network.
- 2.17 **Customer's contact address** is the postal address of the Customer's place of business (registered office) stated in the commercial register or the postal address or e-mail address kept in Controlpanel.
- 2.18 **Order** means a Service Order made by the Customer in writing or an Order made by the Customer and confirmed otherwise. In the case of an Order made by the Customer in a different way than in writing (e.g. by telephone), the payment of the payment request or the payment of the Invoice for the first Invoice Period of a particular Service is considered to be a confirmation of the Order of this Service by Customer within the meaning of this provision. The Contract and these BTCs may further define which Customer's actions are considered to be a new Order.
- 2.19 **Business Terms and Conditions** define the business relationship between the Provider and the Customer established by the Contract and they are deemed to be these terms. Accordingly, the Provider provides, respectively, will provide to the Customer Services based on the Contract, under conditions defined by the Operating conditions. By signing the Contract or confirming the Order, the Customer agrees that it has become acquainted with the text of the BTCs and that these BTCs are governed by contractual relations between the Provider and the Customer, unless the Contract stipulates otherwise.
- 2.20 **Customer Server Content** (Customer Data) is a set of all data in a portion of the data space reserved to the Customer within the provided Services except for data placed in this space by the Provider or Operator, that is, generally, the data placed by the Customer and by the users of the Customer's services; the backup of such data created within the backup process is also considered to be a Customer Server Content (Customer Data).
- 2.21 **Operators** are the Provider's employees.
- 2.22 **Notification** (reminder) means a notification delivered to the other Contracting Party under these BTCs or under the Contract made In writing.
- 2.23 **In writing, written** – this shall mean a document or communication of the Contracting Parties in the form of:
- (a) Paper document
 - (b) Electronic communication
- delivered to the Provider's written contact address or the Customer's Contact Address. Filling-in and sending a Web form or a notification sent to the Controlpanel client section are also considered to be written messages.
- 2.24 **Authorized Person** or **Entitled** or **Eligible Person** or **Contact** is a person / contact (or Persons or Contacts) set in Controlpanel as a person / contact authorized to access the Server and submit Customer's requirements, or a person / contact bearing an officially authenticated letter of authority (discretionary power) provided by the Customer.
- 2.25 **Server operation** is the operation of a Server or Service to transfer data between the Server / Service and the World Wide Web, Servers / Services with each other or between the Server / Services and the Network infrastructure.
- 2.26 **Operating conditions of Service** means a set of documents defining technical, organizational and pricing conditions for the provision of the Service. These documents are in writing and complement the BTCs. The Customer is acquainted with the Operating Conditions of Service prior to the signing

the Contract or confirming the Order, and the Operating Conditions of Service are available on the Web or in the Contract.

- 2.27 **Electronic Signature Regulations** are in particular Act No. 227/2000 Coll., on electronic signature and on amendments to certain other acts (Act on Electronic Signature), Act No. 297/2016 Coll., on trust-building services for electronic transactions, Government Order No. 304/2001 Coll.. Decree No. 366/2001 Coll., as amended.
- 2.28 **Refurbished technology** is a technology that is fully functional, but it is not a new / unused hardware / technology / server.
- 2.29 **Server** is a general term for technologies that provide services or administration of computer programs that perform these services. Dedicated Server and Virtual Server are considered Servers for the purposes of BTCs.
- 2.30 **Network Infrastructure** or **Network** is a set of hardware and software resources enabling the network communication.
- 2.31 **Service** is a service provided by the Provider to the Customer under a Contract concluded between the Provider and the Customer in accordance with the BTCs. Technology is a general term for the technical means of the Customer or the Provider according to the meaning of the use of the term.
- 2.32 **Encryption** is the process by which unsecured (electronic) data is converted by cryptography to encrypted data, legible only to the owner of the decryption key.
- 2.33 **Uplink** is a data cable that enables the connection of the Client Server to the Provider's network infrastructure, see Connection Specification.
- 2.34 **Virtual server** is a reserved part of a physical server with a custom installation of the operating system and services. One physical server is divided into several virtual parts that share physical server resources.
- 2.35 **Server malfunction** is an interruption of the Service operation.
- 2.36 **Provider's Web** is a website (presentation) available at <https://www.coolhousing.net>.
- 2.37 **Malicious Content** – this term concerns mainly the Content of the Customer's Server, respectively the Customer data conflicting with:
- (a) Laws of the Czech Republic or the European Union;
 - (b) An international treaty to which the Czech Republic is bound and which has been published in the Collection of Laws or in the Collection of International Treaties;
 - (c) Good morals;
 - (d) Principles of fair trade;
 - (e) Conventions;
 - (f) A court decision;
 - (g) Legal traditions of the given language territory;
 - (h) Or data which has been reported as unlawful, irrespective of whether it is genuinely unlawful.
- 2.38 The following is also considered to be Malicious Content: the distribution of spam, or the provision of spam to a third party. The Provider considers as SPAM any unsolicited communication (most commonly advertising) distributed over the Internet or in telecommunication operator networks such as e-mail, SMS, MMS, forum posts, comments, instant messaging, and other communication resources.
- 2.39 Harmful programs serving for attacks on other servers (for example: "DOS", "Smurf", "WinNuke", "LAND", "TearDrop", etc.) or used to compromise other connected entities within a global network (such as IRC botnets) are also considered to be Malicious Content.

- 2.40 Incorrectly configured programs through which any type of attack may be performed on another server and / or servers are also considered to be Malicious Content.

3. GENERAL OPERATING CONDITIONS OF THE SERVICES

- 3.1. The price for the provision of the Service is always determined according to the current price list, unless stipulated otherwise in the Contract. The Provider is entitled to change the Price List according to the needs of the Provider and the price change is effective from the date of issue of the new current price list and does not apply to the provided Services or Invoices issued or Advance Invoices issued before the date of the price list update. If the Customer does not agree with the change of the price list, it is entitled to terminate the Contract at the end of the Invoice Period, for which it has a prepaid deposit or the price paid for the provision or provisions of Services (such a price change must have a direct effect on the price of the Services for the Customer).
- 3.2 A valid and up-to-date price list for the provision of the Services is given in electronic form on the Web [<https://www.coolhousing.net/en/coolhousing-price-list>].
- 3.3 If agreed by the Contracting Parties in connection with a particular Service, the Provider shall make available to the Customer IP addresses that may be used for so-called "tunneling". It is forbidden to promote allocated IP addresses in networks of other data service providers.
- 3.4 The Customer, based on the nature of the Service and the content of the Contract, establishes the Service either itself or with the assistance of the Provider. In the case of assistance of the Provider, the Customer is informed about the establishment of the Service by the Provider; The Customer undertakes to provide the Provider with the necessary co-operation to establish the Service.
- 3.5 The Provider ensures the connections of Customer Technology (including Virtual Servers) to the Internet through an IP protocol so that the Server can provide data services internally and internationally.
- 3.6 Connection of other devices that are not firmly connected to the Server or its components is possible only with the prior written consent of the Provider. The Customer must clearly identify (mark) their Technology located in the Data Center and take appropriate measures to prevent accidental disconnection or replacement of these Technologies.
- 3.7 Software licenses, provided that they are included in the Services, are subject to the following conditions, other than those of these BTCs:
- (a) Software licenses assigned by the Provider to the Customer may not be leased or otherwise made available or allowed to be used by a third party and may be used only within the Service provided by the Provider to the extent necessary within the Service and for its own use or for the need for its own business;
 - (b) Upon a prior notice by the Provider, the Customer is required to allow the Provider, without undue delay, access to the Customer Technology where the software licenses are used and provide it with the necessary assistance to carry out the license compliance monitoring of the Software License; this mostly means to answer any questions;
 - (c) If there is any doubt about the use of a particular software license, the Customer is required to contact the Provider and request its binding opinion; The Provider is not entitled to change its binding opinion subsequently unless such change is caused by circumstances beyond the Provider's will (e.g. by changing of the license terms of the author of the software);
 - (d) For software products licensed under SAL (Subscriber Access License – Licensing for a specific number of users and based on user-dependent rewards), the Customer is required to promptly notify the Provider of the change in the number of users of the Software;
 - (e) The Customer is required to comply with End User License Agreement (EULA) with its Software Licenses, which the Provider will acquaint it with or will let it get acquainted with;

- (f) For Microsoft "Windows Server" software licenses, the Customer is required to order and use on the Server at least the same number of core licenses that correspond to the number of physical (hardware) processors installed on the Server in a minimum of 8 cores per physical (hardware) Processor on the Server;
 - (g) To enable more than two users to sign in to the RPD service, the Server must be switched to so called application mode and activate RPD licensing;
 - (h) Windows Server System includes two free Remote Desktop ("hereinafter referred to as RPD") licenses for administration of the Server or services running here. In the event that there are more users = Server administrators than two, the Customer is required to switch the Server to so called application mode and activate RPD licensing, leaving the two free Remote Desktop licenses to expire;
 - (i) If a user of the Server who has the right to subscribe to the RPD service performs a different activity than Server administration, the Customer is required to switch the Server to so called application mode, and to provide RPD licenses to all users;
 - (j) For Microsoft "SQL Server" software licenses, the Customer is required to order and use such number of CPU core licenses as the number of physical or virtual cores of the Server or Virtual Server to which the SQL Server is installed;
 - (k) The Physical Server and the Virtual Server, if any, operated from it are viewed as a completely unrelated environment from the SQL Server license view;
 - (l) SQL Server licenses for CPU core can only be purchased in twos, with a minimum number of licensed cores per each environment being four;
 - (m) SQL licenses with the WEB Edition designation are intended solely to support applications that are publicly accessible via WEB, where the PUBLIC, i.e. ANONYM, access is a prerequisite. CRM (Customer Management) or ERM (Enterprise Rights Management) systems are explicitly prohibited in case of this license;
 - (n) For SQL Server licenses licensed to a user (SAL – Subscriber Access License), each user who has the ability to connect to SQL Server must be licensed. This also applies to mediated access. In cases where a particular user can not be identified, the use of this license is not permitted;
 - (o) If Microsoft "MS Office" software product is installed on the Server or Virtual Server, each user who has the right to use the RPD service must be provided with the appropriate SAL license;
 - (p) Customer agrees to use Microsoft software products in accordance with the terms of Service Provider Use Rights. (SPUR, see hereinafter referred to as ["http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=2"](http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=2)) The SPUR specifies the rights and conditions of customer use of licensed products provided under the Service Provider License Agreement (SPLA). Microsoft may review the SPUR conditions at any time. The user hereby agrees, in addition to any liability to Coolhousing s.r.o., that it is legally liable directly to Microsoft for any breach of the terms and conditions set forth in the link above;
 - (q) In the case of virtual server services, the Provider offers rental of licenses for selected Microsoft products. The Provider does not offer technical support for these products. The software or licenses for its use are not owned by the Provider or the Customer. Cancellation of the Service will void the Customer's right to use the license.
- 3.8 If the Customer does not arrange for Server Administration, the service of the software installed on the Server or the Virtual Server is not included in the Service in any form.
- 3.9 Unless expressly stated otherwise, the connectivity provided by the Provider to the Customer service is a shared connectivity.
- 3.10 The network settings for the Customer service operation in the Provider's network are specified in the Controlpanel client section. The network settings are non-transferable between services.

- 3.11 Part of these BTCs is the Connectivity Specifications document. By exceeding the values defined in the Connectivity Specification, the operation of the Service may threaten / restrict the other customers of the Provider and the Service will be further handled according to Article 3.16 of the BTCs.
- 3.12 The Customer is bound to comply with the conditions of connection to the Provider's network specified in the Connectivity Specification. Violation of terms of Connectivity Specification or Service Specification Document or Connectivity Specification Document that are included in these BTCs and in the Contract, the Service becomes threatening to other Provider's customers and such Service will be handled in accordance with Article 7.10 of the BTCs. Failure to comply with any of the above Specifications shall entitle the Provider to a contractual penalty in accordance with the current pricelist.
- 3.13 Only authorized Customer contacts may request Customer support services (typically restarting a Server or Virtual Server, setting reverse DNS records, assigning IP addresses, etc.).
- 3.14 Unless expressly provided otherwise in the Contract, the Provider does not create a backup of the Server or the Virtual Server of the Customer in the provision of the Service. In such a case, the Provider is not responsible for the loss, destruction or damage to the Customer Server Content, nor for any other regression claims that may be raised by any particular person to the maximum extent permitted by applicable law.
- 3.15 In the event that the operation of the Service may threaten or restrict the other customers of the Provider, the Provider is entitled to refuse, restrict, suspend or terminate the provision of the Services; if the Provider does not terminate the provision of the Services and the Customer fails to remedy the defective condition according to this article of BTCs within a period specified by the Provider which is not shorter than 24 hours, the Provider is entitled make to changes without any impact on the price or quality of the Services provided to the Customer (for example, to reduce the volume of transferred Packets or Flow) and to change in accordance with the price list the rate for the provided Services to the extent necessary to protect the other customers of the Provider. The provision of the Services prior to the restriction under this article of the BTCs is possible by mutual agreement of the Contracting Parties.
- 3.16 The Customer may place its Technology, if it is given as a normal part of the Services or if so agreed in the Contract, only to suitable space within the Data Center designated by the Provider, if this is not the case, the Provider is entitled to request payment of a contractual penalty in accordance with the current pricelist.
- 3.17 For the measurement of variables (e.g. Server power, connectivity parameters, device dimensions, but not only these), the measurement results made by the Provider are always decisive. The measurement results may affect the inclusion of a Customer Service in a particular category of Services provided based on their quality and price category.
- 3.18 The Customer may, based on the measurement, ask to be reassigned to another category once per the Invoice Period. The change must be confirmed in writing by the Provider. The change will come into effect as agreed between the Provider and the Customer, but usually from the next Invoice Period.
- 3.19 In the event of discrepancies between the actual parameters of the Service and parameters agreed in the Contract (the difference in the category), the Provider is entitled to charge the difference to the Customer up to twelve (12) months retroactively; if the Provider fails to do so without undue delay, its entitlement under this article of the BTCs shall expire.
- 3.20 Termination of the Service by the Customer may be effected only by letter (by delivery of the termination notice to the Provider's contact address) or by electronic means (delivery of the notice to the Provider's electronic mail address).
- 3.21 The Services provided, except for the services of virtual servers, include free service in the scope of device restart, visual inspection of equipment and minor work consuming up to 15 minutes of time. The response time for these actions is within 60 (sixty) minutes of receipt of the report.

- 3.22 Unless expressly stated otherwise in the Contract, services are negotiated without a guaranteed service level (SLA).
- 3.23 The tolerated number of Abuse Reports per Service is 10 notifications per calendar month. Increased occurrence of notifications may be charged to the Customer according to the pricelist. By the tolerance of Abuse Reports or by charging for excessive Abuse of Reports the Customer is not a relieved of responsibility for such a report and the Provider continues with the solution under article 3.16 of BTCs.
- 3.24 The Provider offers only general information and guidance on the Services provided. The Provider does not assist or cooperate in the processing of Customer's sites or applications, unless stated otherwise in the Contract or Order.
- 3.25 The Customer is required to have its Service set up so that all required applications and services on the Server can initiate properly when a scheduled or unplanned restart is completed. The Provider is not responsible for any problems or damages caused by the erroneous launch of the applications or services or by Customer's misconfiguration.
- 3.26 The Provider is not responsible for the functionality of the Customer Software within the Provider's Service or for its proper configuration, except for the software directly providing the Virtualization provided by the Provider. The operating system on the Server and all other software components and data is taken care of by the Customer.

4. TERMS AND CONDITIONS FOR THE PROVISION OF HOUSING, FARM HOUSING AND RACK HOUSING SERVICES

- 4.1. The terms and conditions for provisions of services for server housing, farm housing and rack housing are specific conditions for Services called "Server housing", "Farm housing" and "Rack housing" and apply only to these Services. If these conditions are in violation of the General Operating Conditions under Article 3 of the BTCs, these terms and conditions for provisions of services for server housing, farm housing and rack housing take precedence.
- 4.2 Termination of the Service by the Customer may be effected only by letter (by delivery of the termination notice to the Provider's contact address) or by electronic means (delivery of the notice to the Provider's electronic mail address).
- 4.3 The Customer is obliged to keep the unused reserved area at his own expense blinded (closed) so that there is no mixing of air between the cold and the warm aisle through the vacant positions until the end of the Contract. If the Customer fails to do so, the Provider has the right to blind this space and charge the Customer.
- 4.4 The Customer is obliged to secure its Technology located in the Data Center of the Provider against to damage during normal handling of it within the normal maintenance of the Data Center. In the event of failure to do so, the Provider shall not be liable for any damage caused by normal handling of Customer Technology.
- 4.5 The Services provided do not include hardware and software services in any form whatsoever, unless otherwise expressly agreed by the Contracting Parties in the Contract.
- 4.6 By signing the Contract or Delivery Protocol, the provider confirms the acceptance of the Customer's Technology according to the specification specified in the Contract or in the transfer protocol to the Data Center.
- 4.7 The Provider disconnects Customer's Technology on the expiration date of the Contract and is entitled to charge the Customer with a fee for the storage of the disconnected Technology after termination of the Contract according to the current price list if the Customer does not remove such Technology from the Data Center at the date of termination of the Contract.

5. TERMS AND CONDITIONS FOR PROVIDING DEDICATED SERVER SERVICES

- 5.1 The terms for providing Dedicated Server Services are specific terms and conditions for the Services associated with the "Dedicated Server" and "Dedicated Server Farm. If these conditions are in violation of the General Operating Conditions under Article 3 of the BTCs, these terms and conditions for the provision of Dedicated Server Service shall take precedence. The Terms of Service for the Dedicated Server Service apply only to the Services explicitly referred to in Article 5.1 of BTCs.
- 5.2 The Services provided include free servicing of Dedicated Server hardware. In case of damage to any of the hardware parts of the Server by normal operation, the Provider will ensure the replacement of the components at the latest by the end of the next business day after the report of the defect, unless stipulated otherwise in the Contract. In the event of non-observance of the time limit, the Customer shall be entitled to compensation in the amount of the proportion of the Service price for each commenced day when the Customer could not properly use the Service. Compensation may be claimed by the Customer in the form of a discount for the following payment period of the Service concerned.
- 5.3 A refurbished dedicated server is a server whose one or more components are not new (they were already used). The refurbished dedicated server is delivered to the Customer without errors, fully functional, and is subject to the same free hardware servicing as a dedicated server outside the offer of dedicated servers designated as refurbished.
- 5.4 The Customer is not entitled to interfere with the hardware configuration of the Server without the prior written consent of the Provider.
- 5.5 The Customer may not update the firmware or other software part of a Dedicated Server (e.g. Remote Management) directly related to the Dedicated Server hardware without the written consent of the Provider.
- 5.6 The Provider will allow the Customer to download the Content of the Dedicated Server or its backups, if any, before the end the duration of the Contract, and after that time the Dedicated Server Content will be completely deleted, including all its backups, i.e. the complete disposal of the Customer Server Content.
- 5.7 The Customer may purchase the Dedicated Server after at least twenty-four (24) months of continuous use of the Dedicated Server within the Service unless otherwise provided in the Contract. The condition for the purchase of the Dedicated Server by the Customer is proper payment morale throughout the Service Delivery Period (i.e. the timely and proper payment of all Invoices). The Provider is entitled to refuse to sell the Dedicated Server. Dedicated server buy out is possible only on Customer's request, the Provider is not obliged to offer the Dedicated Server to the Customer for purchase.
- 5.8 By purchasing the Dedicated Server, the Service and the Contract relating to the Dedicated Server terminate and, as agreed by the Contracting Parties, may be transformed into any of the Services under Article 4.1 of BTCs.
- 5.9 By purchasing the Dedicated Server, the Dedicated Server Administration by the Provider shall terminate if the Dedicated Server Administration is negotiated in the Contract.
- 5.10 The Provider does not provide warranty or service in any form for the purchased Dedicated Server.
- 5.11 If third party service support has been arranged for the Dedicated Server, this third party service support does not cease by Dedicated Server purchase and continues to be governed by the third party service support policies; if a third party payment service is associated with a payment, the Customer is obliged to pay such a payment after the Provider's pre-paid service provision period for the service support of the repurchased Dedicated Server has expired.

6. TERMS AND CONDITIONS FOR PROVIDING VIRTUAL SERVER SERVICES

- 6.1 The terms and conditions for the provision Virtual Server Services are specific terms and conditions for Services associated with the name "Virtual Server" and "Virtual Dedicated Server", If these conditions are in violation of the General Operating Conditions under Article 3 of the BTCs, these terms and conditions for the provision of Virtual Server Services shall take precedence. The terms and conditions for the provision of Virtual Server Services apply only to the Services explicitly referred to in Article 6.1 of the BTCs.
- 6.2 Virtual Server Services are provided only on the basis of order and consent to these BTCs. The notice period for the Virtual Server Service is 0 (zero) months.
- 6.3 The Virtual Server Services include only running the relevant virtual hardware and ensuring connectivity. This Service does not include the operation of any software or any other services. The software is installed and configured on the Server by the Customer itself or by the Provider for payment according to the current price list.
- 6.4 The Provider is responsible for the functionality of Virtual Servers on the hardware side. In the event of a failure, it is obliged to replace the defective hardware component or replace the entire device as soon as possible.
- 6.5 The Provider does not monitor the functionality of the Virtual Server (except for the virtualization environment itself).
- 6.6 A Customer whose operation of a Virtual Server uses a large volume of system resources from a virtualization/underlying server (such as CPU, diskettes) will be given the option of switching to an appropriate program or for an additional fee to expand the Services provided, or to adequately restrict the use of system resources to an acceptable level. If such a situation is detected, the procedure under Article 3.16 of the BTCs will be followed.
- 6.7 Parameters of a Virtual Server Service can be changed during its consumption. Every such event is notified to the Customer in accordance with Article 14.1 of the BTCs.
- 6.8 The Provider will allow the Customer to download the contents of the Virtual Server or its backups, if any, before the end of duration period of the Contract, after which the Virtual Server content, including all its backups, will be completely deleted, i.e. a complete disposal of the Customer Server Content.
- 6.9 The Customer is the sole owner of the highest access rights to the Virtual Server.
- 6.10 Customers of Virtual Server Services are not allowed to access the Data Center.
- 6.11 Virtual Server Service may also include automatic / manual backups of the Virtual Server. Unless expressly agreed otherwise, backups are provided without any warranty.
- 6.12 The operation of Torrent and / or IRC-related services is disabled on Virtual Servers. Violation of this rule will result in the immediate termination of the Service without compensation.

7. RIGHTS AND OBLIGATIONS OF THE PROVIDER

- 7.1 The Provider undertakes to provide the Customer with the Service under the Contract and in accordance with the BTCs.
- 7.2 The provision of the Service by the Provider requires the Customer's cooperation in cases where it is required to provide additional evidence arising from the specifics of individual Services.
- 7.3 The Provider may refuse to provide the Services and conclusion of the Contract with the Customer in accordance with applicable legal regulations or these BTCs, for the following reasons in particular:
 - (a) The Customer refuses to accept the BTCs or other terms and conditions specified in the draft of the Contract, including the payment of a deposit;

- (b) The Customer refuses to provide data requested by the Provider, or has provided incomplete or untrue data;
 - (c) According to the Provider's information, it is reasonable to assume that the Customer will not fulfill its obligations;
 - (d) The Customer is not sui juris or eligible for the performance of its obligation;
 - (e) The Customer's actions are, or have been, in the past in relation to the Provider, contrary to generally binding legal regulations or good morals;
 - (f) The Provider considers the conclusion of the Contract to be disadvantageous to the Provider.
7. By taking the delivery of the Order from the Customer or by accepting the payment from the Customer, the Provider does not guarantee the commencement of the provision of the Service of the Provider and it does not automatically empowers the Customer to Initiate the provision of the Services, in particular due to the necessity to verify their functionality and accessibility to third parties. The Service Delivery Period begins with the Provider's Acceptance of the Contract.
- 7.5 In the event of multiple simultaneous Orders for the Service, which can inherently be provided only to a single Customer (for example, the latest server configuration for the price offered), the decisive moment for the conclusion of the Contract and the Initiation of the use of the Service shall be the Acceptance by the Provider.
- 7.6 The Provider may require the Customer to provide the necessary information to ascertain and verify its identity and authenticity for entering into a contractual relationship with the Provider.
- 7.7 If the Malicious Content is detected, the Provider is entitled to:
- (a) Invite the Customer to submit to the Provider, within five (5) business days, documents, information and other evidence demonstrating that the Content is not defective; if the Customer fails to deliver the required information in due time, or if the Provider evaluates the delivery of the information as insufficient to prove that it is not a Malicious Content, the Provider is entitled use provisions of Article 7.7 (b) of the BTC;
 - (b) To stop, interrupt or restrict the provision of the Services to the Customer or to disable the Server to the public (including disconnection of the Server from Internet access) or, in the case of Virtual Server, to disable Server to the public or to delete the specific Content of the Customer Server, without prejudice to the price or quality of the Services provided;
 - (c) The Provider is entitled to proceed in accordance with Article 7.7 (b) of the BTCs, regardless of the procedure under Article 7.7 (a) of the BTCs there is a threat of serious harm to third parties or the Provider, threat of harm to personal rights or to the personal or property rights of authors, (otherwise, it is obliged to proceed according to Article 7.7 (a) of the BTCs and only subsequently according to Article 7.7 (b) of the BTCs).
- 7.8 The Provider undertakes to notify the Customer in writing of all circumstances rendering the provision of the Services under the Contract impossible if such facts are known to it in advance so that Customer may take the necessary measures. This concerns in particular the interruption of operation due to the need to manage the network infrastructure, the interruption of energy supply, the reconstruction of the buildings and the utility networks or the premises in which the Services are provided, without prejudice to the provisions of Article 7.7 of the BTCs.
- 7.9 Without an express request of the Customer, the Provider is not entitled to interfere with the Customer Server Content or to monitor the content of the network communication, except for the interventions of:
- (a) Operational and location data and other data according to the relevant legal regulations directly requested by the public authorities authorized to impose such an obligation (court, Police of the Czech Republic, Czech Telecommunication Office, etc.);
 - (b) In the case referred to in Article 7.7 of OP.

- 7.10 Unless the Contract or in a particular case the BTCs provides otherwise, the Customer agrees that the Provider is entitled to:
- (a) Make a short interruption of the provision of the Service to the extent necessary in order to maintain and repair its own facilities;
 - (b) Suspend or restrict the provision of the Service if the provision of the Service is rendered impossible or limited by an objectively unavoidable event that the Provider could not anticipate or prevent (see Article 12.4 of the BTCs);
 - (c) Temporarily interrupt or restrict the provision of the Service to the extent necessary without prior notice to the Customer if the Service is being used in violation of the Contract or the Order and if it compromises the functionality of the Provider's or third party's facilities or in cases under Articles 3.16 and 7.7. In other cases, the Provider may restrict or discontinue the provision of the Service only with prior notification to the Customer in the form of Notification and by granting a reasonable period for remediation;
 - (d) And it has a right of detention to movable property owned by the Customer that the Provider has taken over for the purpose of providing a service (such as Server, Dedicated Server, other technologies including all accessories, etc.) in accordance with applicable Czech legislation, in particular Section 1395 and subsequent of the Civil Code even after the termination of the Contract and in the case of the Customer's unpaid debt under the conditions of Section 1395 (2) of the Civil Code;
 - (e) In the event that the Customer, within six (6) months from the date on which any Customer's liability to the Provider has matured, fails to pay such a commitment in full and it is, therefore, in default, to execute on behalf of the Customer, the sale of retained movable property within the meaning of Article 7.10 d) of the BTCs in a public auction or by free sale to any third party, provided that, from the proceeds of such sale, the Provider will satisfy all of his claims against the Customer (including in particular the accessories and expenditures incurred in connection with such sale and the exercise of the right of detention, etc.). In the case of a sale other than a public auction, the Provider is obliged to sell the retained property within the meaning of Article 7.10 (d) of the BTCs only for the price usual at the place and time. Where the proceeds of the sale of the detained assets under Article 7.10 (d) of the BTCs are higher than the total amount of the outstanding amount and the costs associated with the sale and exercise of the right of detention, the surplus shall be transferred by the Provider to the account of the Customer; in this context, the Provider is authorized by the Customer to take all legal acts relating to the execution of such sales, in particular with regards to the negotiation of the market price of the Customer's movable assets;
 - (f) If the sale of movable assets pursuant to Article 7.10 (e) of these BTCs is not possible or the costs associated with the sale of movable assets according to Article 7.10 (e) of these BTCs will reach the usual selling prices in the place and time, the Provider is entitled to liquidation of such movable property. Any costs associated with the disposal of movable property may be re-invoiced to the Customer.
- 7.11 The Provider is entitled to change access data to a client section or service for urgent technical reasons even without the Customer's consent, provided that such action is necessary for the proper provision of the Services. The Provider shall promptly inform the Customer thereof and send the new access details to the Customer's Contact Address.
- 7.12 The Provider is the executioner of the Copyright Rights to the Outputs of the Provision of Services, which are author's works within the meaning of Section 2 of Act No. 121/2000 Coll., on copyright, rights related to copyright and amendments to certain rules, as amended, it has created to fulfill its obligations under these BTCs or the Contract.
- 7.13 The Provider is entitled to change the scope, conditions, properties and quality of the Services, including these BTCs and their Annexes, as referred to in Articles 14.10 (a) to 14.10 (h) of the BTCs; in such a case, the Provider will always notify the Customer at least three (3) weeks in advance by Notification of the intention to make such changes to the BTCs and their Annexes with the content of

the changes made or a reference to the relevant document summarizing the changes made. In the event the Customer disagrees with the changes made (except for price changes governed by Article 3.1 of the BTCs), it is entitled to terminate the Contract with notice until the end of the Invoice Period, but no longer than six (6) months; for the duration of the notice period, the Provider undertakes to provide the Customer Services under the original conditions prior to the change; the notice must be delivered to the Provider within 14 days (14) of the date of delivery of the Notification of the changes made, otherwise the Customer agrees with the changes. In the event of non-exercise of the right to terminate the Contract by the Customer, and in the case of significant changes that will place the Customer into a different category of Services than the Services provided so far, the Provider shall provide the Customer with the Service under conditions valid before such changes are made for the duration of the respective Invoice Period; after the end of the Invoice Period, the Provider will transfer the Customer to another Service, closest to the original Service, and notify the Customer by Notification. This provision of Article 7.13 of the BTCs is not applicable to Services that are publicly available electronic communications services under the Electronic Communications Act, the applicable provision for the change mentioned in the Special Conditions for Electronic Communication Services shall apply to these Services.

- 7.14 The Provider is entitled to terminate the provision of existing Services for economic reasons due to the introduction of new Services, changes in market conditions, improvement of services, development of new technologies, etc. The Provider undertakes to replace the Services that are to be terminated with other similar services if this is technically possible and economically reasonable for the Provider. Such a change shall be communicated by Provider to the Customer in advance in the form of Notifications. The provisions of Article 7.13 of the BTCs shall apply mutatis mutandis.
- 7.15 The Customer's telephone communication with the Customer Support of the Provider may be recorded for the purpose of internal control of services and improvement of their quality or to provide evidence of a transaction made by telephone customer support.

8. CUSTOMER'S RIGHTS AND OBLIGATIONS

- 8.1 By sending or confirming the Order or concluding the Contract, the Customer accepts these BTCs.
- 8.2 The Customer is obliged to:
- (a) Become acquainted prior to the commencement of the provision of the Services with the content of the BTCs and by sending or confirming the Order or signing the Contract the Customer accepts these BTCs;
 - (b) Use the Provider's Services in such a manner that they do not infringe the rights of third parties and they comply with applicable generally binding legal regulations, good morals, fair trade principles, commercial practices, court decisions or legal rules of the language area;
 - (c) Comply with the technical parameters set by the Provider,
 - (d) Pay its obligations to the Provider in due form and time;
 - (e) Promptly inform the Provider of such changes to its Technologies placed at the Operator's facilities which may result in a change in the Service parameters (e.g. change in power consumption) or affect other customers in the Data Center;
 - (f) Allow the Provider to access the Technologies installed at Provider's facilities in an appropriate manner, take measures to protect the property owned or held by the Provider from damage, loss, theft, destruction or misuse (to prevent unauthorized persons from manipulating with the Provider's equipment, etc.);
 - (g) Notify without undue delay any defect on the equipment and Services under these BTCs and the relevant Contract, including the need for any repairs to be made by the Provider,
 - (h) Promptly claim a defective provision of the Service in the event of a defective provision of the Service and at the latest at the due date return the Invoice to the Provider if it fails to comply with

the legal provisions for the tax document or if the invoice price has been incorrectly billed; if not applied in due time, the right to return the Invoice to the Provider is terminated.

- 8.3 The Customer acknowledges that re-commissioning of the Service will be permitted and executed only after the deficiencies that caused the interruption of the Service have been remedied.
- 8.4 The Customer may not use the Services provided under these BTCs to distribute Malicious Content, operate Malicious Content on its Service, or use the Services for illegal activity.
- 8.5 Customer may not distribute SPAMs nor allow their distribution through the Services used at the Provider's facilities.
- 8.6 The Customer's right to dispose freely of the Services, or to change them, may be temporarily restricted by the Provider if:
 - (a) The Provider has reasonable suspicion of unauthorized handling of the Services or serious breach of the rights of third parties in connection with the provision of the Service at the Customer's side;
 - (b) the regulation of public authorities restricts the handling of the Services;
 - (c) It is necessary to formally substantiate the Customer's rights to handle the Services;
 - (d) In other cases specified in these BTCs.
- 8.7 The Customer undertakes to notify the Provider in writing of any changes to its identification, billing and contact details provided when ordering the Service within ten (10) days of the change being made. In the event of non-fulfillment of this obligation, the Customer shall be liable for the damage or poor quality of the Services provided, which are directly affected.
- 8.8 All Technologies, materials and means provided or lent to the Customer at the time of Service provision shall be returned by the Customer in proper (undamaged) condition to the Provider no later than at the date of termination of the provision of the Service, unless otherwise agreed by the Parties or otherwise specified in the specific case by these BTCs. In the event of damage to such technical equipment, materials and means, the Customer shall be liable for the damages incurred, unless it is the result of normal wear and tear or of the Provider's conduct.
- 8.9 The Customer shall be obliged, in the course of its activities relating to the Contract, to protect the rights to the intellectual property of the Provider and other entities the use of which the Provider has secured to the Customer under the Contract.

9. PAYMENT CONDITIONS AND DISCOUNTS

- 9.1 Invoices are sent to the Customer electronically. The usual maturity of the Invoice is fourteen (14) calendar days, unless otherwise stated on the Invoice or in the Contract.
- 9.2 Sending Invoices via postal service provider (land-based) is charged according to the current pricelist.
- 9.3 License fees for the use of software under licenses are charged according to the current pricelist, in full for each calendar month commenced.
- 9.4 Customer makes payments based on the received advanced Invoice or Payment Request.
- 9.5 The Customer acknowledges and agrees that it is solely responsible for the timely execution of the payment to the Provider, in the correct amount, under the correct variable symbol and to the correct bank account. In case of sending an incomplete or incorrect payment, the Provider is entitled to charge the Customer a contractual penalty.
- 9.6 Any fee relating to the payment must be paid by the Customer, not the Provider. This is for example a bank fee for an outgoing payment or an international payment or a fee for the use of the Provider's payment gateway.

- 9.7 The payment is deemed to have been paid if it is credited to the correct Provider's bank account on the due date, under the correct variable symbol and in the correct amount (after deducting all bank charges on the part of the Customer's bank). In cases where the payment does not meet these conditions, the Provider reserves the right not to initiate the provision of the Service, or to restrict, suspend or terminate its provision.
- 9.8 If the Customer does not pay the payment after the due date or despite repeated (at least two (2)) requests in the form of the Notification, the Provider is entitled to stop the Service to which the payment relates and to restrict, suspend or terminate any other Service provided to the Customer, without notice and for the period until payment of the payment in question; limitation, suspension or termination of the Service under this Article of the BTCs is considered a termination of the duration of the Contract.
- 9.9 After the Customer's payment is credited to the Provider's account, not based on the date of execution of the payment from the Customer's account or other type of electronic payment (payment gateway), made on the basis of a payment request, the Provider shall issue a regular Invoice for payment within fifteen (15) days. The Customer agrees that the Invoice may only be delivered to Customer's Contact E-mail address or delivered by enabling access to it in the Controlpanel in electronic format (for example, PDF). The date of delivery is in that case the day of placing the tax document in Controlpanel.
- 9.10 In the event of a delay in payment, the Provider is entitled to charge the Customer a contractual penalty, interest on late payment and / or a fee for re-opening of the Service if, due to non-payment of the advanced Invoice or the payment request, the Service has been terminated or ceased to be provided (see e.g. Article 9.8 of the BTCs). The contractual penalty is set at 0.05% of the outstanding amount for each day of delay with payment. The fee for accessing the Service again is set in the current pricelist. Default interest is set by generally binding legal regulations.
- 9.11 Any money and cash receivables and payables arising from the Contract, not invoiced and unpaid before the termination of the Contract shall be settled within 30 calendar days of the termination of the Contract or cancellation of the Purchase Order at the latest.
- 9.12 The issuance of the corrective tax document at the request of the Customer is subject to a handling fee according to the current pricelist.
- 9.13 The Provider decides to grant the discount (if provided, for example, on the Web). A discount is not a legal claim.
- 9.14 Unless the Contract or the BTCs provide otherwise, the Customer shall lose in the event of the termination of the Service or the termination of the Contract during the Invoice Period, the right to a refund for the provision of the Service until the end of the given Invoice Period.

10. TERMS AND CONDITIONS OF WARRANTY CLAIMS

- 10.1 By these Articles 10.1 to 10.3 of the BTCs the Provider with the reservations specified in the BTCs or in the Contract accepts a guarantee for the quality of the Services provided in the quality of the Contract and these BTCs. The guarantee for quality lasts no later than twenty-four (24) hours after the moment when the Service has been provided or after the Service has been renewed; the Customer is obliged to file a complaint under the Article 10.2 of the BTCs within the time limit specified this Article of the BTCs, otherwise the given right ceases to exist. The Provider does not accept the quality guarantee for any services or parts of the Services provided by third parties and not directly by the Provider.
- 10.2 Quality Claims for the provided Services shall be filed in writing at the Provider's address and shall include a description of the alleged defect. Complaints are usually handled within thirty (30) calendar days, depending on their complexity, and technical or administrative difficulty.

- 10.3 Filing a claim against the amount charged for the Service does not have a suspensive effect and the Customer is obliged to pay the charged price in full within the due date. On the basis of the acknowledged and honored claim, the Customer is entitled to a refund of the overpayment or a reduction in the price.

11. ORDERS AND CONTRACTS

- 11.1 Services are provided on the basis of an Order sent by the Customer or on the basis of a Contract signature.
- 11.2 Unless the Contract or the BTCs provide otherwise, the Duration of the Contract is the same as the Duration of the Service, in which case the Duration of the Service is determined by the length of the Invoice Period chosen by the Customer. Payment of the Request for Invoice or Invoice for the next Invoice Period by the Customer is considered to be a renewal of the Contract. If the payment under the preceding sentence does not occur, the Contract is deemed terminated.
- 11.3 The Contract shall expire:
- (a) By written agreement of the Contracting Parties;
 - (b) Upon expiry of the agreed notice period; the notice period begins to run on the first day of the month following the month in which one of the Parties was served the notice of termination and ends on the last day of the month of its duration and, unless it is fixed in the full months, upon expiration of the period specified in the Contract or these BTCs;
 - (c) Upon expiry of the period for which the Contract was agreed on;
 - (d) By withdrawal from the Contract. The legal effects of withdrawal occur on the date of delivery of its written copy to one of the Contracting Parties. In doubt, the withdrawal is considered to be delivered on the fifth (5th) business day after the day of its demonstrable dispatch.
- 11.4 The standard notice of termination period for the Services is three (3) months, unless stated otherwise in these BTCs or in the Contract, and Virtual Server Services may be terminated immediately on the basis of the Notification without notice of termination; this does not affect the payment of compensation under Article 11.5 of these BTCs.
- 11.5 If a Minimum Duration of Service Provision is set in the Contract and the Customer terminates the Contract before the expiry of this period for reasons other than those of the Provider or the reasons set forth in Article 7.13 of the BTCs, the Provider shall be entitled to a reasonable settlement. The settlement is determined as the product of the agreed remuneration for the Services provided on the basis of the concluded Contract and the number (even if only started if the Provider has not yet received the payment) of Invoice Periods until the minimum agreed Duration of Service Provision expires.
- 11.6 A withdrawal from the Contract by the Provider may be possible in the event of a severe breach of the Contract, and in particular, a delay of payment is considered to be a severe breach. A gross breach of the Customer's obligations under the Contract or BTCs is also considered as a material breach of the Contract.
- 11.7 If the Contract was concluded using means of distance communication, i.e. by completing an order on the Web, the Customer has the right to withdraw from the Contract without giving any reason and without any sanction within 14 (fourteen) days from the start of the provision of the Service.
- 11.8 The Purchase Order for the provision of the Service is valid for an indefinite period (i.e. the Provider provides its Services to the Customer for an indefinite period of time) unless the BTCs stipulate otherwise or if the nature of the Service ordered and to be provided to the Customer by the Provider is a one-time or time-limited Service.

- 11.9 For the purposes of Article 11.3 of the BTCs, the written form shall mean:
- (a) A paper form with the signature of the Customer authorized to act on behalf of the company;
 - (b) A form of the Authorized Requirement from the Controlpanel Client section;
 - (c) An electronic form by means of an email from the authorized contact / contact email address authorized to act on behalf of the company.
- 11.10 All provisions of these BTCs or the applicable Contract, which by their very nature shall remain in force after the termination of the Contract, will remain in force even after the termination of the Contract for any reason and in any manner whatsoever.
- 11.11 The New Service is launched at the time the technology is placed in the datacenter, and / or by the acceptance of the Contract, but no later than one month after the payment of the first advance invoice for the Service. Virtual servers are launched when the Provider sends an email to the Customer informing it about the activation of the Service.

12. LIABILITY FOR DAMAGES AND COMPENSATION

- 12.1 The Customer is responsible for the Content of the Customer Server.
- 12.2 The Customer is liable for any damage caused to the Provider or a third party by providing false or misleading information in the Order or the Contract.
- 12.3 The Provider shall not be liable for the interruption of the provision of the Service to the Customer in the event of third party action or force majeure (in particular flood, fire, wind, war, terrorist attack, earthquake, etc.) or in the event of a failure on third party facilities (in particular a major and long breakdown of power supply, telecommunication connection, unavailability of the public data network, unavailability of third-party data paths, etc.), provided that these facts could not be prevented or were not caused by deliberate or gross negligence of the Provider or were caused by an unavoidable event not originating in the provision of the Service.
- 12.4 Suspension or limitation of the provision of the Service for reasons of force majeure, for reasons stated in the Contract, BTCs, Order, legislation or in common cases between the Parties, is not a faulty performance of the Provider and the Customer does not have rights related to faulty performance.
- 12.5 The Contracting Parties agree and acknowledge that, unless otherwise specified in the BTCs or in the Contract, the injured Contracting Party is entitled to compensation for the damage caused by the activities or omission of the other Contracting Party in connection with the performance under the Contract and the BTCs. The parties are entitled to damages in the amount of the actual proven damage, not in the amount of the lost profit.
- 12.6 The maximum amount of compensation for any loss on the part of the Provider toward the Customer is set at five times (5 times) the monthly payment for the Service.
- 12.7 In the event that a faulty provision of the Service by the Provider may lead to detriment to the customer beyond that provided in Article 12.6 of the BTCs, the Provider shall be informed of such fact and the Contracting Parties shall, by mutual agreement, agree on granting an exemption from the limitation of the amount of compensation under these BTCs.
- 12.8 The Liability for Damage on the part of the Provider in the provision of the Services does not apply:
- (a) If the Customer has not complied with the obligations established by these BTCs or the Contract as a result of which the damage has occurred;
 - (b) If the Customer has not sufficiently secured its Technology that is not a fixed part of the Server, against disconnection or theft;
 - (c) If the Customer has not duly and timely paid all charges for all Services provided;
 - (d) If the Contract is terminated;

- (e) If the Service has been interrupted or terminated due to prior Customer's conduct contrary to the Contract or the BTCs;
- (f) If the Customer in a demonstrable manner in writing (preferably in the form of an Authorized Claim) fails to report a faulty provision of the Service no later than twenty four (24) hours from the full renewal of the provision of the Service;
- (g) When the Technologies of the Provider (including the use of weaknesses or errors in Controlpanel) were used or abused or its Services were by provided by third parties in an illegal manner, including, among other things, situations where the access to Customer Server Content was obtained through the use of weaknesses or errors which may occur in the Provider's Services or facilities delivered by the third parties on which the Services are operated;
- (h) In the event that an obligation to the Customer or its clients arises in connection with the provision of the Services or the application of these BTCs and the Contract to pay any indirect, casual, special, final, arbitral or court order damages, contractual penalty, surrender, contract termination amount etc., even if the Provider has been advised of the possibility of causing such situations;
- (i) In the event of any loss of profit, income, data or ability to use the data arises to the Customer or its clients in connection with the provision of the Services or the application of these BTCs;
- (j) The Customer or its clients incur liability or responsibility in relation to:
 - (i) A copyright infringement;
 - (ii) Any material provided by the Customer which violates or supposedly violates the proprietary rights of a third party;
 - (iii) Any damage to health or property caused by a product / service / other output of Customer's activity that has been sold / provided or that was otherwise disseminated in connection with the Service provided;
 - (iv) Any defective product / service / other output of Customer's activity that the Customer has sold / provided or that was otherwise disseminated in connection with the Service provided.

12.9 Notwithstanding the provisions of Article 12.8 of these BTCs, the Provider is liable for any damages caused intentionally or by gross negligence.

13. CONFIDENTIALITY OF INFORMATION AND PERSONAL DATA PROTECTION

- 13.1 The Customer declares that Customer Data will not include personal data. If personal data of which the Customer is the administrator or processor should be part of the Customer Data and which should be processed according to Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing of Directive 95/46 / EC (General regulation on the protection of personal data) (the "Regulation") by the Provider in fulfilling the obligations under the Contract, the Customer is obliged to inform the Provider about this fact explicitly before the conclusion of the Contract. If the Customer duly informs the Provider that the Customer data will also include personal data, the administrator or processor of which is the Customer and which should be processed by the Provider in fulfilling the obligations under the Contract, the Customer and the Provider must conclude a personal data processing agreement that accommodates the mutual rights in relation to the processing of personal data in the provision of services under the Contract.
- 13.2 The condition for drawing a contract for the processing of personal data under Article 13.1 of the BTCs is the existence of a written Contract between the Customer and the Provider, on the basis of which the Service is provided to the Customer. If such a Contract is not concluded in writing, its conclusion may be linked to a fee as agreed by the Contracting Parties.

- 13.3 The Customer acknowledges that the Provider may, in the framework of the provision of Services under the Contract, process personal data of the Customer in accordance with applicable law and with these BTCs, which the Customer will voluntarily provide to the Provider for performance of the Contract. The Provider also processes personal data provided by Customer in the performance of its legal obligations
- 13.4 Personal data processed under the preceding paragraph shall include data that the Customer will provide to the Provider in the Order upon the conclusion of the Contract:
- (a) By completing the order form on the Provider's website;
 - (b) By completing the order form on the Provider's partner website;
 - (c) By sending an authorized request through the Controlpanel Client section;
 - (d) By sending a message by means of electronic communication (mail, chat) or paper communication;
 - (e) By oral communication, including telephone communications.
- 13.5 By placing the Order and / or signing the Contract, the Customer confirms the truthfulness of all stated data. The provision of all data by the Customer is entirely voluntary, but the refusal to provide the data may result in the limitation or exclusion of the Provider's service provision.
- 13.6 The Customer acknowledges that even without the prior consent granted to the Provider, the Provider is entitled to create the databases of its existing Customers and to send them a commercial communication regarding similar services, unless expressly rejected by Customer. The Customer acknowledges that without granting the respective consent, the Provider is entitled to use the electronic contact provided by the Customer for the purpose of distributing a commercial communication regarding the Provider's services, unless such use of the electronic contact has been expressly rejected by the Customer. The Customer has the option to refuse the consent to such use of his electronic contact as well as the sending of each individual message via Controlpanel.
- 13.7 The Provider is authorized to process personal data either manually or automated, either by itself or by designated processors whose current list is provided by the Provider to the Customer upon request. Personal data will be made available only to authorized employees of the Provider or to the employees of the processor, and only to the extent necessary for processing purposes.
- 13.8 The Provider undertakes to take, within the meaning of Article 32 of the Regulation, taking into account the state of the technologies, the costs of execution, the nature, scope, context and purpose of the processing and taking into account differently probable and serious risks and dangers to rights and freedoms of natural persons, all technical and organizational measures to safeguard the protection of personal data in the manner specified in the Regulation and the Act, which, after 25 May 2018, will repeal and replace Act No. 101/2000 Coll., on the protection of personal data and on amendments to certain acts, as amended ("Act on Personal Data Processing ") or other laws to exclude the possibility of unauthorized or accidental access to, modification, destruction or loss of personal data, unauthorized transmissions, any other unauthorized processing, and other misuse of personal data. This obligation applies even after the processing of personal data has been completed. In case the Provider uses a foreign processor to process the personal data, the Provider undertakes to observe the relevant standard of protection of personal data required by European law.
- 13.9 Personal data provided by the Customer pursuant to Article 13.4 of these BTCs shall be processed by the Provider for the duration of the Contract and for a period of up to ten (10) years after its termination, in order to protect the Provider's legitimate interests, for the fulfillment of the Provider's legal obligations or for the purposes of defense in case of a potential dispute.

- 13.10 The Customer is entitled to contact the Provider at any time through any contact information provided by the Provider on the Provider's website or in the footer of these Business Terms and Conditions with a request for access to its personal data. The Customer also has the right to request the rectification of his or her personal data, to request an explanation from the Provider if the Customer suspects that the processing of personal data is detrimental to the protection of the personal and private life of the Customer or that personal data are processed in violation of the law or to rectify the situation, which is inconsistent with the law, in particular by stopping the handling, repairing, blocking, adding or removing personal data.
- 13.11 The Provider is not liable for the abuse of the Customer's login or personal data of the Customer or third parties under which it has accepted the Contract or made any requested change or modification of the already existing data and Services, provided that such abuse was not caused by the Provider itself. Sending of such data to the Customer at the Customer's Contact Address before and / or after the establishment of the Service, or its resubmitting to the Customer after the Customer requested its repeated deliverance cannot be considered as the misuse of such data by the Provider.
- 13.12 In order to maintain the required qualitative parameters of the Services provided and in connection with the technological nature of Internet traffic, the Provider is authorized to monitor the data flows of the Servers including the IP addresses of the computers contacting via world wide web the Servers of the Provider or Customer; and to archive and evaluate this information, especially for reasons of technical provision of the operation of the Services and their dissemination according to actual use.
- 13.13 The Customer agrees that some data provided by the Customer in connection with the Service may be publicly accessible (e.g.: after entering a query for a specific IP address, the data on the owner of the registered subnet are provided as the processed data output from the database of the central IP address register - RIPE.net database).
- 13.14 To avoid any doubts, the Contracting Parties state that the Content of the Customer Server is considered to be Confidential Information unless it is also publicly accessible.
- 13.15 The Contracting Parties shall not divulge Confidential Information to a third party, shall treat it as business secrets, in particular they will keep the Confidential Information secret, and take all contractual and technical measures to prevent its misuse or disclosure to third parties. The provisions of the preceding sentence do not apply to cases where:
- (a) Confidential information is to be made available on the basis of a law or other legal regulation, including EU law or a binding decision by a competent public authority, and in that case the Contracting Parties will provide the necessary cooperation to meet such a statutory obligation;
 - (b) One Contracting Party discloses Confidential information of the other Party to persons having a statutory duty of confidentiality provided that it notifies the other Party in writing to which third party the information has been disclosed and binds the third party with the same confidentiality obligation as they themselves have;
 - (c) Confidential information of the other Contracting Party is communicated to the Operators and subcontractors if necessary for the performance of the Contract and if such persons commit to confidentiality to the same extent as the Contracting Parties;
 - (d) Such Confidential Information becomes publicly available or accessible by other way than a breach of obligations under this Article 13.15 of the BTCs; or
 - (e) The Contracting Party gives a documentary consent to the disclosure of its specific proprietary Confidential Information.
- 13.16 Unless the Contract provides otherwise, the Customer agrees with the publication of its name, trademark or logo in the promotional materials of the Provider.
- 13.17 With increased demands on confidentiality, that is, the protection of transmitted data beyond the Provider's technical and operational capabilities, it is a task and responsibility of the Customer to take appropriate confidentiality measures on its part (e.g., to ensure encryption / decryption of communications).

14. FINAL ARRANGEMENTS

- 14.1 The Customer agrees that the Provider is entitled to change its BTCs as well as other contractual terms and conditions that are part of the contractual relationship during the provision of the Service and to modify or supplement it unilaterally in the appropriate extent if the reasonable need for their changes arises.
- 14.2 If any provision of the BTCs is apparent, invalid or ineffective, or becomes so, instead of invalid clauses, a clause with the meaning as close to the meaning of the invalid provision as possible shall be used. The apparentness, invalidity or ineffectiveness of one or more provisions is not prejudicial to the existence and validity of the other provisions. Amendments to the Contract or the BTCs require a written form.
- 14.3 Materials published on the Web may be copyrighted. The products and services that are listed on the website, information about them and their images may be protected by other intellectual property rights of the persons concerned. The names and labels of products, services, companies, and companies may be registered trademarks of their respective owners.
- 14.4 Rights and obligations arising from the Contract or Order shall be transferred to the successor of the Provider and the Customer. Transfer of rights and obligations of the Customer from the Contract to third parties is possible only with the prior written consent of the Provider.
- 14.5 BTCs and the contractual relations between the Provider and the Customer are governed by the Czech legal order, in particular the Civil Code.
- 14.6 In the event of a conflict between the provisions of the Contract and the BTCs, the provisions of the Contract shall prevail.
- 14.7 If any part of the contractual documentation is also drawn up in a language other than Czech, in the case of any discrepancies between the language versions of the contractual documentation, the contract documentation in the Czech language shall prevail.
- 14.8 BTCs are published for 24 hours a day on the Web and are available in printed form at the Provider's premises.
- 14.9 All disputes arising out of the relationship between the Provider and the Customer shall be primarily settled by mutual agreement between the Contracting Parties. If no agreement is reached within sixty (60) days, all disputes arising out of and in connection with this relationship will be settled definitively in arbitration proceedings before the Permanent Court of Arbitration of the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic under the order of this Permanent Court of Arbitration by one arbiter.
- 14.10 In the event that any Customer's business conditions are attached to the Contract and / or Order, only these Business Terms and Conditions, not to the Customer's business conditions, shall apply to the contractual obligation established between the Provider and the Customer unless expressly provided otherwise in the Contract or if the Contracting Parties demonstrably agree otherwise.
- 14.11 These BTCs include the following annexes:
- (a) Principles of processing personal data
 - (b) List of recipients of personal data
 - (c) Service specifications
 - (d) Connection specifications
 - (e) Connectivity Specifications
 - (f) Operating Regulations of the Provider Datacenter
 - (g) Pricelist in electronic form [<https://www.coolhousing.net/en/coolhousing-price-list>]
 - (h) Special conditions for electronic communications services

In Prague, on December 1, 2018

Ing. Karel Umlauf, Managing Director
COOLHOUSING s.r.o.