

## SPECIAL CONDITIONS FOR ELECTRONIC COMMUNICATIONS SERVICES

### 1. INTRODUCTION

- 1.1 If, on the basis of the Contract with the Customer, the company **COOLHOUSING s.r.o.**, registered office Na Okraji 1293/6, Prague 6 – Břevnov, 162 00, Czech Republic, Company Identification Number 14893983, entered in the Commercial Register maintained by the Municipal Court in Prague, section C, insert 4766 (hereinafter "**Provider**") provides the Customer with publicly available electronic communications Services or a connection to a public communication network as per Act no. 127/2005 Coll., On Electronic Communications and on Amendments to Certain Related Acts, as amended (hereinafter "**ECA**"), then an integral part of the contractual relationship between the Provider and the Customer are also these Special Conditions for Electronic Communications Services (hereinafter "**EC Service Conditions**") which supplement the "Terms and Conditions of COOLHOUSING s.r.o." and thus govern the Provider's other conditions when providing Services as per the ECA.
- 1.2 The EC Service Conditions are specific conditions for electronic communications Services supplied by the Provider to the Customer in accordance with their Contract, whereby these Services consist completely or primarily of the transmission of signals across electronic communications networks, including telecommunications Services, and may be offered by the Provider as part of some of the Provider's Services listed on their Website, or separately (hereinafter "**EC Services**").
- 1.3 These EC Service Conditions do not relate to access to the networks and assigned devices and links listed in § 78 et seq. of the ECA, or to the sale, rental and repair of telecommunications end devices.
- 1.4 The contractual relationship between the Provider and the Customer during the provision of the EC Services is formed by the Contract, the Terms and Conditions, these EC Service Conditions, the specification of the provided Services, the personal data protection policy, the Provider's current Price List, the Operating Rules, and any other conditions or guarantees which are explicitly listed by the Provider on the Website (hereinafter collectively referred to as "**Contractual Conditions**"); the Provider's complete contractual documentation for the EC Services is publicly available on the Website [[link](#)].
- 1.5 The meaning of terms which are not defined in these EC Service Conditions is listed in the Terms and Conditions.
- 1.6 The Provider's and Customer's rights and obligations which are not defined in these EC Service Conditions are governed by the Provider's Terms and Conditions, and their other Contractual Conditions.
- 1.7 In the event of a dispute between these EC Service Conditions and the Terms and Conditions, these EC Service Conditions shall prevail.

### 2. ESTABLISHMENT OF THE EC SERVICE

- 2.1 The EC Service parameters are agreed upon by the Contracting Parties in the Contract. If the Customer does not list certain parameters relating to the required EC Service in the Contract, then it applies that the Provider is entitled to set them in accordance with the standard parameters.
- 2.2 The EC Services shall be established under the conditions set forth in the Contract, the Terms and Conditions and other Contractual Conditions.
- 2.3 Any subsequent establishment of an additional EC Service, or a change in the EC Service settings, shall take place in the form of an Appendix to the Contract agreed upon by the Contracting Parties, or in the form of an e-mail or telephone confirmation, under the

condition that the Customer's identity is verified.

- 2.4 The EC Services are supplied via the electronic communications network of the Provider or the Provider's contractual operator (hereinafter collectively referred to as "**Networks**"). The availability of the EC Services is contingent on the Networks' coverage, and on the Networks' technical capabilities which can affect the quality of the Services.
- 2.5 The menu of service and customer support options is available in the Contractual Conditions and on the Website.

### **3. PROVIDER'S RIGHTS AND OBLIGATIONS**

3.1 In particular, the Provider is obliged to:

- (a) provide the EC Service at the minimal guaranteed Service quality level in accordance with the ECA, and under the other conditions set forth in the Contractual Conditions;
- (b) Maintain their Networks in the technical and operational condition necessary to achieve the customary quality stipulated by the appropriate legal regulations and norms;
- (c) eliminate faults which arise in the Networks or the Provider's equipment as soon as possible, meaning no later than within 30 days in cases where this is technically possible. The Provider shall proceed in the same way if the fault is caused by the consequences of force majeure within the meaning of the Civil Code.

3.2 In particular, the Provider is entitled to:

- (a) request that the Customer pay deposits or security for all EC Services which are being provided, or which are required by the Customer;
- (b) request, during contact with the Customer, their identification as per the Contractual Conditions regarding the maximum possible protection of the Customer;
- (c) change the IP address, EC Service settings, EC Service performance or other access codes (if any) of the Customer due to urgent technical or operational reasons, even without the Customer's consent. The Provider shall inform the Customer of such a change without undue delay; if it is technically possible, the Provider shall inform the Customer of the change no later than 5 days before its execution;
- (d) implement additional Network and Service protection methods, if they believe that the implementation of such protection is for the benefit of the Customer or the Network, even within the scope of the Network end point. The Provider is entitled to perform inspections and if applicable repairs of the Network and the Services for the purpose of ensuring the security and required quality of the Network and the Services; the Customer is obliged to allow the Provider to perform such inspections;
- (e) install their own devices between the Network end point and the Customer's end device, if it is necessary to ensure the security, integrity or quality of the transmission across the Networks.

### **4. CUSTOMER'S RIGHTS AND OBLIGATIONS**

4.1 In particular, the Customer is obliged to:

- (a) demonstrably inform the Provider in writing of any change in their identification details for the entire period of effectiveness of the Contract, in particular trading company or name, legal form, address of headquarters, residence or place of business, billing address, e-mail address, telephone or bank details, Company Identification Number and Tax Identification Number, no later than 7 working days from the day of such a change. At the Provider's request, the Customer is obliged to present documents demonstrating the correctness of the listed information;

- (b) not to modify the Network equipment, including the Network end point, or interfere with this equipment in any way;
- (c) use the EC Services only in a manner which is in accordance with the Contractual Conditions and the Provider's written directions and instructions, and which cannot negatively affect the operation of the Network or any part thereof, or the quality of Services provided to other persons;
- (d) use the EC Services only via telecommunications end devices or other equipment of their own choice, which fulfils the technical requirements for operation on electronic communications networks in the Czech Republic;
- (e) use additional Network and Service protection methods, if it is for the benefit of the Customer or the Network;
- (f) pay the fees for the provided EC Services properly and on time, in accordance with the Contractual Conditions;
- (g) protect the identification details of the Customer and users on the Customer's side, operational and localisation information, and the confidentiality of communications by natural and legal persons during the provision of the EC Service, which they became privy to while using the Service;
- (h) in the event of the termination of the Contract for any reason, return to the Provider's headquarters all equipment borrowed by the Customer, no later than ten (10) working days from the termination of the Contract;
- (i) not to resell the EC Services, or allow third parties to resell them, without the Provider's explicit prior written consent; i.e. the Customer may not demand payment from another person for the use of the EC Services, pass off the EC Services as the services of the Customer or another person, or allow the use of the EC Services in connection with their business activity (without the conclusion of a Contract as per § 79 et seq. of the ECA), i.e. provide, or participate in the provision of, the EC Services in any way, directly or indirectly.

4.2 In particular, the Customer is entitled to:

- (a) properly use the EC Services which were established for them;
- (b) report faults in the EC Services, in writing or by telephone, to the Provider's workplace in accordance with the manner agreed upon in the Contract or using the Provider's contact details listed on the Provider's Website. The Provider is also entitled to request a written confirmation of a fault reported by telephone;
- (c) ask the Provider to supply information regarding the EC Services provided to the Customer, their settings, the sum owed by the Customer, and other information necessary for the payment of an invoice, information relating to specific realised connections etc.

## 5. PRICE, PRICE CALCULATION

- 5.1 The Price List which contains the applicable price conditions and prices for EC Services is available in the Provider's business premises and on the Website ([\[link\]](#)). The Customer must pay the price for the provided EC Services under the conditions and in the amount stipulated by the Contract and/or in the applicable EC Service Price List.
- 5.2 The Customer is responsible for the payment of the fees for the provided EC Services in the amount and by the due date set forth on the invoice, even if the invoice is delivered to another person. If the invoice for the EC Services does not list a different due date, then the invoice is payable within 14 calendar days from the day of its issue.
- 5.3 The Provider issues an invoice for the EC Service fee free of charge, in electronic form. A printed invoice, as an addition to the electronic invoice, shall be issued at the Customer's

explicit request and for the price stipulated in the Price List.

- 5.4 The electronic invoice for the EC Service fee, with the indicated billing period, shall be sent by the Provider to the e-mail address supplied by the Customer.
- 5.5 If the EC Service could only be used partially, or could not be used at all, due to a fault of a technical or operational nature on the Provider's part, then the Provider can reduce the fee as appropriate, or provide the EC Service in another way upon agreement with the Customer, if it is technically possible. It is assumed that the Customer shall report the fault to the Provider without undue delay, or the Provider shall become privy to the fault in another way and the Customer shall provide them with the necessary collaboration during the elimination of the fault (e.g. in the event of a fault in the connection line leading to the end point, or at the end point).

## **6. COMPLAINTS**

- 6.1 The Customer is entitled to exercise a complaint regarding the billing of a fee or a provided EC Service. The Customer is entitled to exercise the complaint regarding the billing of a fee against the Provider without undue delay, no later than 2 months from the day of delivery of the invoice for the provided EC Services, otherwise this right ceases to exist. If, given the type of the provided EC Service, the invoice has not been delivered, then they are entitled to exercise the complaint within 2 months from the day of provision of the EC Service. The submission of the complaint does not have a suspensory effect on the obligation to pay the invoiced fees for the provided EC Services. The Customer is entitled to exercise a complaint regarding a provided EC Service without undue delay, no later than 2 months from the day of the defective provision of the EC Service, otherwise the right ceases to exist.
- 6.2 The Provider must deal with the complaint without undue delay, no later than 1 month from its delivery. If the handling of the complaint requires discussion with a foreign operator, then the Provider must deal with the complaint no later than 2 months from the day of its delivery.
- 6.3 If the complaint is found to be legitimate, then the sums paid for the EC Services which the complaint referred to, or the incorrectly billed sums, shall be refunded to the Customer within 1 month from the handling of the complaint, in the manner explicitly stipulated by the Customer. The overpayment, or the sums already paid, may be offset by the Provider against receivables due from the Customer. If, as per the applicable tax regulations, the Provider is obliged to issue a corrective tax document (hereinafter "Credit Note"), then it is regarded as delivered no later than the date of refund of the payment, or execution of the offset, by the Provider.

## **7. RESTRICTION OR INTERRUPTION OF THE PROVISION OF THE EC SERVICES**

- 7.1 The Provider is entitled to restrict or interrupt the provision of the EC Services, for the period which is strictly necessary, due to:
  - (a) serious technical or operational reasons, particularly if there is a risk of a serious reduction of the security and integrity of the Network as a result of damage to or destruction of the electronic communications equipment,
  - (b) crisis situations, particularly in the event of a national military emergency, natural disasters, threats to state security, epidemics,
  - (c) the Provider being obliged to restrict or interrupt the Services in accordance with an applicable legal regulation or decision by a state organ of the Czech Republic,

- (d) reasonable suspicion that the Customer or a third party has misused or is misusing the EC Services or the Networks via the Customer's end device, or that they are using the EC Services in a manner which may negatively affect the operation of the Networks or any parts thereof, or the quality of the Services, or which breaches the rights of other persons in a grave manner. The Provider is entitled to monitor the operation of the Networks, and to use other suitable technical resources to ascertain or verify the misuse of the EC Services.
- 7.2 The Provider is entitled to restrict or interrupt the provision of all EC Services if, despite being issued a notification, the Customer:
- (a) breaches the Contractual Conditions,
  - (b) uses the Network and the EC Services in conflict with these EC Service Conditions,
  - (c) is in delay with the payment of the fee for the provided EC Services,
  - (d) uses equipment which does not fulfil the technical requirements for operation in the Czech Republic and on the Network,
  - (e) fulfils the conditions for the restriction or interruption of the EC Services.
- 7.3 Based on the consent of the Czech Telecommunication Office (hereinafter "ČTÚ"), the Provider is entitled not to connect, disconnect or eliminate from operation a device which fulfils the technical requirements but causes damage to the Network, or harmful interference, or disrupts the Network's functionality. Under exceptional circumstances, and upon the fulfilment of the conditions stipulated by legal regulations, the Provider is entitled to disconnect the device even without the consent of the ČTÚ, if it is necessary for the protection of the Network.
- 7.4 If the Customer eliminates the defective state by the deadline stipulated by the Provider, then the Provider shall restore the provision of the EC Service in the original extent agreed upon in the Contract.

## 8. NOTICE – CANCELLATION OF THE CONTRACT BY THE CUSTOMER

- 8.1 The Customer may file a notice or request for the cancellation of the EC Service:
- (a) **(termination of the Contract without a sanction)** if the Provider unilaterally changes the Contractual Conditions within the scope of the requisites as per § 63 paragraph 1 section c) to p) and r) of the ECA, then the Customer is entitled to request the cancellation of (withdrawal from) the EC Service until the time the given change comes into effect, and the EC Service shall be cancelled on the day the change comes into effect.
  - (b) **(Network protection measures)** if the Provider is implementing additional Network protection measures. The Service shall be cancelled on the last calendar day of the relevant billing period, in which the request was delivered to the Provider, whereby the Customer must submit this request no later than 15 days from the implementation of the additional Network protection, or
  - (c) **(without stating a reason)**; in such a case, however, a sanction for the preliminary termination of the Contract may be applied as per the Contractual Conditions.
- 8.2 The notice, or the request for the cancellation of the EC Service, is usually submitted in writing to the Provider's headquarters, via a postal service operator, by personal delivery, via a data box, or by e-mail with a guaranteed electronic signature. The day on which the Customer clearly expresses their will to terminate the EC Service is regarded as the day on which the request is delivered to the Provider, which is decisive for the calculation of the notice period. The notice period, which is stipulated by the Contract but cannot be more than 30 days, begins to run from the day following the delivery of the written notice by the withdrawing Contracting Party to the other Contracting Party.

## **9. EXTRAJUDICIAL AND JUDICIAL DISPUTE RESOLUTION**

- 9.1 The Customer is entitled to contact the ČTÚ in connection with the extrajudicial resolution of disputes which arise from the Contract, or in connection with the Provider's activity, via the electronic form found on its website, [www.ctu.cz](http://www.ctu.cz) or, in the case of objects rented, loaned or purchased from the Provider, to the Czech Trade Inspection Authority on its website, [www.coi.cz](http://www.coi.cz).
- 9.2 The ČTÚ has the authority to arbitrate disputes between the Provider and the Customer arising from the Contract or on its basis. The Courts have the authority to arbitrate in cases and under the conditions stipulated by law. The Court with the authority to conduct judicial proceedings against a foreign person is always the Court of the Czech Republic with local jurisdiction according to the Provider's headquarters. The previous sentence applies in the same manner with respect to the authority and jurisdiction of the ČTÚ in administrative proceedings.

## **10. CONTRACTUAL CONDITIONS AND CHANGES THERETO**

- 10.1 The Provider is entitled to amend, supplement and cancel the individual documents which form the Contractual Conditions in the event of a change in the technical, operational, commercial or organisational conditions on the Provider's part, or on the electronic communications services market, as well as in the event of a change in the generally binding legal regulations. The Provider must publish the information about these changes in every contact location, and on the Website [www.coolhousing.net](http://www.coolhousing.net) or [controlpanel.coolhousing.net](http://controlpanel.coolhousing.net). At the same time, the Provider is obliged to inform the Customer of the publication of the information about the changes in the Contractual Conditions, at least 30 days before the effectiveness of such a change.
- 10.2 In the event of a change of the requisites as per § 63 paragraph 1 section c) to p) and r) of the ECA, the Provider is obliged to inform the Customer of their right to cancel the EC Service in question on the day the change comes into effect, without a sanction, if they do not accept the new Contractual Conditions; the right to terminate the Contract as per this provision does not arise if the change in the Contractual Conditions is implemented on the basis of a change in legislation, or in the case of a change in the Contractual Conditions as per § 63 paragraph 5 of the ECA. This information shall be provided to the Customer in the way the Customer chose the invoice to be sent to them.

## **11. FINAL PROVISIONS**

- 11.1 The Czech text of the documents which form the Contractual Conditions is binding. Any translations into other languages are of an informative nature only.
- 11.2 These EC Service Conditions come into effect on 01/12/2018. These EC Service Conditions shall be applied to new contractual relationships and changes to existing contractual relationships concluded from 01/12/2018. These EC Service Conditions shall be applied to other contractual relationships upon the expiry of a period of 1 month after the Customer was informed of the change.