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**General Business Conditions (valid until September 30, 2013)****1. INTRODUCTORY PROVISIONS**

The commercial company COOLHOUSING s.r.o. issues hereby pursuant to Section 273 of Act No. 513/1991 Coll., the Commercial Code, as amended, the following General Commercial Terms and Conditions (hereinafter referred to as "GCTC").

**2. PARTIES TO THE AGREEMENT**

## 2.1

COOLHOUSING s.r.o.,

having its registered office at Na Okraji 6,  
Prague 6, 162 00

Company identification No.: 14893983, incorporated in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 4766.

Bank contact: Komerční Banka a.s., Prague, Václavské nám. 43, account No.: 51-1028170217/0100, contact addresses:

- via postal mail: COOLHOUSING s.r.o., Vinohradská 190, Prague 3, 130 52
- via e-mail: info@coolhousing.net or the e-mail address of the respective Service.

hereinafter referred to as the "**Provider**"

## 2.2

The Client is a natural or legal person, to which COOLHOUSING s.r.o. provides Services under a concluded Service Agreement or Order according to these General Commercial Terms and Conditions

hereinafter referred to as the "**Client**"

**3. DEFINITIONS**

Capitalized terms used herein shall have the following meaning for the purposes hereof:

## 3.1

GCTC (General Commercial Terms and Conditions) define the commercial relationship between the Provider and Client. The Provider is providing or will provide to the Client (under a Service Agreement or an Order) Services pursuant to GCTC and under conditions specified in the Operating Conditions. Upon the signing of a Service Agreement or confirmation of an Order the Client confirms that it has acquainted itself and agrees with the wording of GCTC and that the contractual relationship between the Provider and the Client shall be regulated hereby, unless a Service Agreement stipulates otherwise.

## 3.2

A Service Agreement or an Order shall mean a document or a set of documents defining the contractual relationship concluded between the Provider and Client in compliance with GCTC.

### 3.3

Invoicing period shall mean a period for which a Service was ordered and a request for payment or prepayment invoice issued.

### 3.4

Service Operating Conditions shall mean a set of documents defining technical, organizational and pricing conditions of a Service provision. Such documents shall be in writing and shall supplement GCTC.

### 3.5

Service shall mean a service provided by the Provider to the Client under a Service Agreement or an Order concluded between the Provider and Client pursuant to GCTC that the Client shall be obliged to observe.

### 3.6

Server shall mean a set of hardware products on which typical Internet Services may run (HTTP server, FTP server, MAIL server and other).

### 3.7

Dedicated Server shall mean a separate set of hardware products provided by the Provider and allocated to a single Client.

### 3.8

Network Infrastructure shall mean a set of hardware and software products allowing the Server operation.

### 3.9

Server Operation shall mean the Server running with the purpose of data transfer from/to a Server over the Internet.

### 3.10

Server Operation Failure shall mean interruption of some of the basic Server services running, which causes the Server to completely stop working.

### 3.11

Harmful Content shall mean namely such content of the Client Server, which contradicts:

#### 3.11.1

the laws of the Czech Republic;

#### 3.11.2

the regulations of relevant bodies of the European Union, European Communities, European Economic Area, if the same apply directly also on the territory of the Czech Republic following the accession of the Czech Republic to the European Union;

#### 3.11.3

the International Treaty that is binding on the Czech Republic and that was published in the Collection of Laws or in the International Treaties Collection;

#### 3.11.4

good morals;

3.11.5  
principles of fair business practices;

3.11.6  
trade usage;

3.11.7  
any court rulings;

3.11.8  
legal traditions of the language territory concerned.

3.11.9  
Sending of unsolicited emails - so-called spam, or mediation of spam sending to a third party shall also be regarded as Harmful Content.

3.11.10  
Harmful Content further includes dangerous software used to attack other people's servers ("DOS", "Smurf", "WinNuke", "LAND", "TearDrop", etc.), or to compromise other connected hosts over the Internet (such as IRC botnets).

3.12  
Written, in writing shall mean a document or communication of a Party in the following forms:

- documentary;
- electronic;

delivered to the mailing address of the other Party or posted on the relevant Provider's website and made available to the Client over the Internet. The filling in and sending of a form on the relevant Provider's website shall also be regarded as a written communication.

3.13  
The Provider's website is [www.coolhousing.net](http://www.coolhousing.net).

3.14  
Manifestation of free will to conclude a Service Agreement shall mean written conclusion of a Service Agreement or written confirmation of an Order for Services by the provision of contact and invoicing details by the Client in a scope required by the Provider, together with the Client's consent with GTC and the Service Operating Conditions, which can also be effected by electronic means over the Internet.

3.15  
Notification (notice) served in the usual manner shall mean a notification given in writing.

3.16  
Contact Address is the mailing address of the Provider's seat and business premises or the Provider's e-mail address.

**3.17**

The period of the Service exploitation is the period from the start to the end of the Service provision by the Provider to the Client.

**3.18**

The start of the Service exploitation is the moment when the Client started or provably could have started exploiting the Service.

**3.19**

Packet - shall mean a block of data transferred over the network. The number of packets is specified in packets per one second (pkt/s).

**3.20**

Flow(s) - shall mean the number of new connections per one second (Flows/s). For illustration - a regular web server's speed is about 20 Flows/s, which means 20 new visitors per one second, 1,200 new visitors per one minute, and 72,000 new visitors per one hour.

**3.21**

Uplink shall mean metallic UTP, STP, FTP cable terminated to RJ-45.

**3.22**

Data Centre shall mean the Provider's premises.

**3.23**

Technology means an aggregate designation for the Client's or Provider's technical products.

**3.24**

Operators shall mean the Provider's employees.

**3.25**

IP address shall mean a number that unambiguously identifies a network interface in a computer network that uses IP (Internet Protocol).

**3.26**

Switch shall mean an active network element connecting individual network segments.

**3.27**

Authorized Person shall mean a person (or persons) nominated in the Service Agreement as a person authorized to access the Server and to submit the Client's requirements.

**3.28**

Administration shall mean administration of the software part of the Service, the scope of which is specified on the Provider's website.

**4. GENERAL SERVICE OPERATING CONDITIONS****4.1**

The price of the Service provision shall always be fixed according to the current pricelist, unless specified otherwise in the Service Agreement.

## 4.2

The valid Service pricelist is posted electronically on the Provider's website.

## 4.3

It is prohibited to publicize the assigned IP addresses in the networks of other data service providers.

## 4.4

The Client's Technology is installed and located in the Provider's Data Centre in the premises of Stimbuilding, Vinohradská 190.

## 4.5

The Client may set up a Service by himself or with the Provider's assistance. In the case of the Provider's assistance, the Provider shall notify the Client about setting up the Service.

## 4.6

The Provider shall connect the Client's technology (including virtual servers) to the Internet via TCP/IP protocol so that his Server may provide intrastate and interstate data services.

## 4.7

Connection of equipment that is not firmly attached to the Server shall be possible only with the Provider's consent. The Client shall clearly mark his Technology and take measures to prevent accidental disconnection or substitution of such equipment.

## 4.8

Any licenses procured by the Provider shall be regulated by licensing conditions for the software concerned.

## 4.9

If the Client has not contracted the Server Administration Service, the software service shall not be included in the Service in any form whatsoever.

## 4.10

A Client who uses a shared connection and who exceeds the average of 20% capacity of a shared line for more than 24 hours shall have such connection limited for the period of time needed to resolve the situation. The Provider shall immediately notify the Client on the permitted average of data transfer having been exceeded and shall start solving the situation that occurred. A solution shall mean a reduction of data transfer by the Client, transition to a higher model of the Provider's shared connectivity or transition to a non-shared (dedicated) line.

## 4.11

It shall be permitted to distribute only Provider-assigned IP addresses on supported protocols in the Provider's network. If different IP addresses (local, or other subnets or academic networks) or other non-supported networks are used, the Client shall be disconnected and penalized with an amount according to a price list or the Client's contract shall be terminated.

## 4.12

The maximum number of Packets per any one IP address shall be 25,000 Packets

per second (25,000 pkt/s). The maximum amount of Flows in the incoming, as well as outgoing direction, shall be 1,500 flows/s. Exceeding of the specified indicative values by the Client shall be solved on a case-by-case basis.

#### 4.13

In case of a dispute arising from a difference in measurement of individual Service parameters (input, dimensions, connectivity, etc.) the data measured by the Provider shall be decisive.

#### 4.14

Physical access to the Data Centre shall be allowed only to the Client's Authorized Persons, a list of whom shall form an integral part of the Service Agreement concluded between the Provider and Client. The rules of access to the Data Centre are defined herein.

#### 4.15

Clients of the Virtual Server Service shall not be allowed access to the Data Centre.

#### 4.16

Only Client's Authorized Persons listed in the Service Agreement or Order may request customer support services (usually server restart, setup of reverse DNS records, IP address assignment, etc.).

#### 4.17

The usual three (3) month notice for Services shall not apply to the Virtual Server Service.

#### 4.18

If the Service Agreement specifies a minimum duration thereof and the Client withdraws therefrom prior to expiration of the term thereof, the Provider shall be entitled to reasonable compensation. The compensation shall be determined as a product of the agreed minimum monthly payment for Services provided under a concluded Service Agreement and the number (even if only commenced) monthly settlement periods remaining till the expiration of the minimum agreed term thereof.

#### 4.19

If the running of a Client's Service may jeopardize/limit other Provider's clients, the Provider may refuse, limit or terminate the running of such Service.

#### 4.20

A Client may install his Technology only into a space defined by the Provider, otherwise the Client shall be penalized by an amount specified in the pricelist.

### **5. CONDITIONS FOR SERVER HOUSING SERVICES PROVISION**

#### 5.1

Server Housing Services shall be provided based on an Order.

#### 5.2

The Service may be terminated by a Client only by electronic means (the notice shall be delivered to the electronic address). Such notice shall always be effective only from the beginning of the following invoicing period.

5.3

Only one Uplink shall be provided for the program Server Farm and Rack Housing. A Client shall provide his own switch for these two programs.

5.4

A Client shall keep closed any unused reserved space at his own expense so as to prevent mixing of air between the cold and hot aisles through free positions. If a Client fails to do so, the Provider shall have a right to close such space and charge the cost to the Client.

5.5

A Client shall secure his Technology located in the Provider's Data Centre against damage during normal handling of the Technology. If the Client fails to do so, the Provider shall not be liable for damage caused during handling of the Client's Technology.

5.6

Neither hardware nor software service in any form whatsoever shall be included in the provided Services.

5.7

Upon the signing of a Service Agreement the Provider confirms receipt of the Client's Technology as specified in the Service Agreement.

5.8

The notice period for Services shall usually be three (3) months.

5.9

After the lapse of twelve (12) consecutive months of a Service having been terminated or unpaid, the Provider shall have a right to sell the Client's Technology. The Provider shall arrange for deletion of any data contained within the Technology.

5.10

The Provider may charge the Client a fee for storage of the disconnected Technology according to the pricelist.

## **6. CONDITIONS FOR THE DEDICATED SERVER SERVICE PROVISION**

6.1

Dedicated Server Services shall be provided based on an Order or a Service Agreement between the Provider and Client.

6.2

The provided Services shall also include the Dedicated Server maintenance. In case of damage to any of the Server hardware components due to normal operation, the Provider shall arrange for replacement of the components at the latest by the end of the working day following after the day of notification of the defect.

6.3

The notice period for Services shall usually be three (3) months.

6.4

The Client may not change the Server hardware configuration without the Provider's written consent.

6.5

After the lapse of fourteen (14) consecutive days after the day when a Service has been terminated or unpaid, the Service shall be deleted, including all backups, if any.

6.6

The Client shall have an option to purchase the Dedicated Server after 24 months of continuous exploitation of the Service.

6.7

The precondition for the purchase of the Dedicated Server shall be due payment discipline; whereas it shall be in the Provider's discretion to decide on the right to purchase.

6.8

The Client shall raise a claim for the purchase of the Dedicated Server; the Provider shall not be obliged to offer the Dedicated Server for purchase to the Client.

6.9

Upon purchase of the Dedicated Server both the Service and the Service Agreement relating to the Dedicated Server shall terminate.

6.10

Upon purchase of the Dedicated Server the Provider's obligation to Dedicated Server Administration shall terminate, provided that the Dedicated Server Administration has been contracted.

6.11

The Provider shall provide no guarantee whatsoever for the purchased Dedicated Server.

6.12

If service and support by a third party was contracted for the Dedicated Server, such service and support shall not terminate upon the purchase of the Dedicated Server and shall continue to be regulated by the service and support rules of the third party.

## **7. CONDITIONS FOR VIRTUAL SERVER SERVICE PROVISION**

7.1

Virtual Server Service shall be provided based on an Order placed by the Client.

7.2

The day of commencement of the Service exploitation shall be the day on which the invoiced amount has been credited to the Provider's bank account.

7.3

The Provider shall ensure that the Service has parameters according to the Order. Initial Server installation and configuration shall not be included in the Service.



7.4

After the lapse of fourteen (14) consecutive days after the day when a Service has been terminated or unpaid, the Service shall be deleted, including all backups, if any.

7.5

The Provider shall not be liable for data loss due to a defect of the virtualization and virtual server.

7.6

The Client shall be the exclusive owner of priority access rights relating to the virtual server.

7.7

A Client exploiting the Virtual Private Server (VPS) Service shall not have physical access to the Provider's premises and shall have no right to interfere with the virtualization server. Such limitation of access shall not apply if the Client has at the same time contracted another service that allows him access to the Provider's premises.

7.8

The Virtual Private Server Service shall not be subject to any notice period.

## **8. DATA CENTRE ACCESS RULES**

8.1

Access to the Provider's Data Centre shall be allowed only to persons nominated by the Client in the respective Service Agreement.

8.2

The Client shall keep the list of persons updated at all times.

8.3

In case of discrepancies in personal details, the Provider may deny access to the Data Centre.

8.4

The Authorized Person shall not:

8.4.1

consume alcoholic beverages or abuse any addictive substances in the Provider's Data Centre or enter the Data Centre under the influence of such substances. In case of suspicion of a Client's Authorized Person being intoxicated or under the influence of other addictive substances, the Operators may deny such person access to the Provider's Data Centre;

8.4.2

enter the Data Centre armed or carrying any other thing that might cause injury to the person himself/herself or to the Data Centre staff and/or damage the Data Centre and third party equipment;

8.4.3

repair electric or other equipment, switch on and off electric and other equipment, which is not in the Client's possession, or which the Client or Authorized Person has

been denied access to;

#### 8.4.4

damage the Data Centre or third party equipment located in the Data Centre;

#### 8.4.5

handle the Data Centre and third party equipment unless having been granted permission to handle such equipment by the Operators or the Provider,

#### 8.4.6

enter premises that he has not been granted permission to enter;

#### 8.4.7

smoke or handle open fire, volatile substances etc. in the Data Centre premises;

#### 8.4.8

consume food and beverages in the Data Centre premises.

### 8.5

The Authorized Person shall:

#### 8.5.1

identify himself/herself with a valid identification document at the entrance to the Data Centre;

#### 8.5.2

maintain order in the Data Centre;

#### 8.5.3

follow instructions issued by the Operators;

#### 8.5.4

report all injuries to the Operators and have them properly treated;

#### 8.5.5

report to the Operators all shortcomings and defects that might jeopardize the safety of the Provider's Data Centre operation;

#### 8.5.6

act in a manner preventing inflammation, namely when using electric or other appliances and devices, storage and use of flammable hazardous substances;

#### 8.5.7

follow the fire prevention rules and instructions issued by the Data Centre;

#### 8.5.8

acquaint himself/herself with the fire prevention rules and instructions issued by the Data Centre;

### 8.6

Access to the Data Centre is permitted 24 hours a day, 7 days a week. During night hours (10:00 p.m. - 06:00 a.m.) it is advisable to notify a Data Centre visit in advance by phone, via the customer support line, or by electronic means to the Provider's email address.

8.7

Access to the Data Centre is free of charge. In the case of excessive entries and unreasonable frequency and length of stays in the Data Centre, the Provider may charge the Client a fee according to the pricelist.

## **9. RULES FOR CLIENT REQUIREMENTS NOTIFICATION**

9.1

Client requirements may be sent to the Provider's email address or communicated by phone via the Provider's customer support line.

9.2

Client requirements may be sent/communicated only by Authorized Persons nominated by the Client as persons authorized with access to the Server in the Service Agreement.

9.3

A request shall include:

9.3.1

Client identification and the number of the relevant Service Agreement;

9.3.2

identification number of the Server that the problem/requirement relates to;

9.3.3

description of the requirement or reported problem.

9.4

If a requirement is sent via email, an auto reply is sent out as a confirmation of the receipt of the message, whereas the subject of the reply shall display the requirement identifier starting with "#". This identifier displayed in the subject of the reply must be used in any future communication relating to the reported requirement. However, the identifier shall not be used when a new requirement is being placed. A new identifier shall be assigned to the new requirement.

9.5

Requirements may be reported 24 hours per day.

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

10.1

If the Provider identifies Harmful Content, he may discontinue or limit the Service provided to the Client.

10.2

The Provider reserves the right to inform the Client about changes in the provision of Services via an email message. Such message shall be sent to an email address given by the Client upon registration in the Client database at the Provider's website. If the Client's response is not obtained within 21 days of sending such email or if payment of an invoice issued by the Provider after publication of such changes is made, the Client shall be regarded as approving of the proposed changes.

### 10.3

The Provider shall inform the Client in writing about all circumstances preventing the provision of Services according to an Order or Service Agreement and that are known to the Provider well in advance so that the Client may adopt necessary measures. This shall apply namely to discontinuation of operation due to necessary maintenance of the Network Infrastructure, power failures, reconstructions of buildings and underground services or premises where the Services are provided.

### 10.4

A written record as detailed in the above sentence shall serve as evidence, which the parties are bound to respect.

### 10.5

The Provider shall not be liable for discontinuation of the Services provision to the Client hereunder if it is caused by interference of third parties or Force Majeure (namely flood, fire, wind, war, terrorist attack, earthquake, etc.) or by a defect on subcontractor equipment (namely extensive and long-term failure of power, telecommunication connection, unavailability of the NIX public data network, unavailability of third-party data routes, etc.), provided however that such circumstances could not have been provably avoided or were not caused by the Provider's negligence and/or were caused by an inevitable event not arising from the Service running.

### 10.6

Unless specifically requested by the Client, the Provider may not interfere with the Client's data content or monitor the network communication content, except for interference requested by competent authorities (courts, the Police of the Czech Republic, etc.).

### 10.7

The Provider may immediately discontinue the provision of Services in case of breach of any of the provisions specified in Article 11 (Client's Rights and Obligations).

### 10.8

The Provider shall inform the Client via email about disconnection due to default in payment.

### 10.9

Unless a Service Agreement, Order or GCTC, on a case-by-case basis, provide otherwise, the Client agrees that the Provider may:

#### 10.9.1

discontinue the provision of the Service for a necessary period with the purpose of maintenance and repair, if required, of the Provider's equipment;

#### 10.9.2

discontinue or restrict the provision of the Service if the provision of the Service is prevented or limited by an unavoidable event that could not have been anticipated or avoided by the Provider (namely Force Majeure and similar circumstances excluding liability pursuant to the Commercial Code);

#### 10.9.3

temporarily discontinue or limit the provision of the Service in a necessary scope without prior notification of the Client if the Service is exploited contrary to the Service Agreement or Order and if such exploitation may jeopardize functioning of the Provider's or third party's equipment. In other cases of substantial breach of obligations as stipulated herein or by legal regulations the Provider may limit or discontinue the provision of the Service without prior notification of the Client or after lapse of time provided by the Provider for rectification of the defective condition;

#### 10.9.4

if the Client fails to fully pay an obligation towards the Provider latest within six months of such obligation becoming due and the Client thus being in default, sell any movable assets owned by the Client, which the Provider is in possession of (such as the Server, Dedicated Server, Network Infrastructure, including all accessories), to any third party, whereas the proceeds of such sale shall be used to satisfy all the Provider's claims against the Client (including namely accessions thereto and expediently incurred expenses on such sale, etc.). If the amount obtained by the sale of the Client's movable assets exceeds the total amount of the relevant claim and expenses incurred in connection with the sale, the Provider shall credit the amount in excess to the Client's account; in this respect the Client has authorized the Provider to perform all legal acts relating to such sale, namely as regards negotiation of the market selling price of the Client's movable assets;

#### 10.9.5

use a retention right to the Client's movable assets, which are in the Provider's possession (such as the Server, Dedicated Server, Network Infrastructure, including all accessories) in accordance with valid legal regulations of the Czech Republic.

#### 10.10

The Provider has a right to use personal details provided in an Order by the Client as follows:

##### 10.10.1

for the Provider's Services marketing, development and improvement of services provided to Clients;

##### 10.10.2

for personification of exploited services website, namely the sending of news and inclusion in on-line links;

##### 10.10.3

and may provide third parties with information necessary for the Service provision.

## **11. CLIENT'S RIGHTS AND OBLIGATIONS**

### 11.1

The Client shall:

#### 11.1.1

The Client shall acquaint himself with the content of GCTC prior to starting the Service exploitation.

#### 11.1.2

use the Service only in compliance with these GCTC, the Service Agreement and

Provider's instructions, if any;

11.1.3

enable the Provider reasonable access to equipment installed with the Client by the Provider, take measures for protection of the Provider's assets against damage, loss, alienation, destruction or misuse (prevent unauthorized persons to handle the Provider's equipment, etc.);

11.1.4

pay its obligations towards the Provider duly and on time;

11.1.5

notify without undue delay all defects of equipment and Services provided hereunder and under the relevant Service Agreement, including the need for repairs to be performed by the Provider;

11.1.6

immediately claim for any defective provision of the Service and further claim incorrect billing of a price no later than 25 days after delivery, otherwise this right shall expire.

11.2

The Client shall immediately notify the Provider on all modifications of its equipment located in the Provider's premises, which may result in a change of the Service parameters (such as a change of power input). In the case of variances between the actual and contracted parameters, the Provider may charge the difference to the Client up to twelve (12) months in arrears.

11.3

The Client shall observe technical parameters laid down by the Provider.

11.4

The Client's mail account re-opening shall be permitted only after removal of the above shortcomings, which caused the Service discontinuation and shall be charged according to a valid price list published on the Provider's website.

11.5

The Client shall acquaint himself with the content hereof prior to starting the Service exploitation

11.6

The Client may neither use the Services provided hereunder for dissemination of Harmful Content, nor run Harmful Content on his Server.

11.7

The Client agrees that the Provider may change his GTC during the Service provision. Notification of such change shall be given in writing. If the Client disagrees with new GTC (or an amended price list in case of price increase), the Client may terminate the Service Agreement within thirty (30) days of being notified about the said changes. If the Client fails to deliver to the Provider his notice of termination of the Service exploitation due to non-acceptance of the new GTC within 30 days of the change notification, it shall be deemed as the Client's approval with the new GTC wording.

**11.8**

The Client shall notify the Provider in writing of any change of his identification, invoicing and contact details, which were provided upon placement of the Service Order, within 10 days of such change having occurred. In case of failure to comply with this obligation the Client shall be liable for any damage caused.

**11.9**

All technical equipment, materials and things delivered or provided to the Client during the Service exploitation shall be returned by the Client to the Provider in proper (undamaged) condition at the latest on the day of the Service exploitation termination, unless the Parties agree otherwise or unless provided otherwise herein on a case-by-case basis. In case of damage to such technical equipment, materials and things, the Client shall pay for the damage caused.

**12. PAYMENT TERMS****12.1**

Invoices to the Client shall be sent via email.

**12.2**

Sending of invoices via surface mail shall be charged according to the pricelist.

**12.3**

Licensing fees shall be charged according to the price list and in the full amount for each commenced calendar month.

**12.4**

The invoice maturity shall be 14 calendar days. The date of payment shall mean the date of crediting the amount to the Provider's account.

**12.5**

The Client shall make the payments in a manner so that they are credited to the Provider's account at the latest on the date of maturity of the invoice, prepayment invoice or request for payment. Should the Client be in default with payment, the Provider may charge the Client a late payment interest.

**12.6**

The late payment interest shall amount to 0.05 % of the due amount for each of delay.

**12.7**

Should the Client fail to pay the issued invoice in time, the Provider may discontinue the Service provision until full payment of the invoice. The Provider may charge the Client a Service reinstatement fee according to a valid pricelist.

**12.8**

In the case of an international payment, the Client shall pay all bank fees so that the Provider's account is credited with the full invoiced amount.

**12.9**

Should the Client terminate the Service running during the invoicing period, he may not claim reimbursement of the amount paid for the Service running until the end of the invoicing period.

**12.10**

All financial receivables and obligations resulting from the Service Agreement or Order, which are uninvoiced and unpaid within the Service notice period, shall be paid at the latest 30 calendar days after termination of the Service Agreement or Order.

**12.11**

No paid advances shall be reimbursable even if the Service Agreement is terminated or withdrawn from.

**12.12**

The service charge for reimbursement of a full or partial payment upon the Client's request shall be charged by the Provider according to the pricelist.

**12.13**

The Provider shall decide on granting a discount to the Client.

**12.14**

There shall be no legal claim to a discount.

**13. CLAIMS HANDLING****13.1**

A claim shall be raised in writing to the Provider's address and shall contain a description of the claimed defect. As a rule, claims shall be settled within 30 calendar days, depending on their complexity, technical or administrative intensity.

**13.2**

Assertion of a claim against the amount of the billed price of the Service shall not have a suspensory effect and the Client shall be obliged to pay the full billed price within its maturity term. The Client shall be entitled to repayment of the price paid in excess or for reduction of the price if the Client's claim is acknowledged.

**14. ORDERS AND SERVICE AGREEMENTS****14.1**

The Service Agreement shall be concluded for an indefinite period of time, unless the Parties agree otherwise or unless provided otherwise hereby on a case-by-case basis.

**14.2**

The Service Agreement shall terminate:

**14.2.1**

upon written agreement of the Parties;

**14.2.2**

upon expiration of the agreed notice period specified in the notice; unless the notice period has been determined otherwise, it shall be determined according to these GCTC depending on the Service provided by the Provider. The notice period starts to run on the first day of the month following after the month in which the notice has been delivered to the recipient Party by registered mail or via email;

**14.2.3**



upon expiration of the period for which the Service Agreement has been concluded;

#### 14.2.4

upon withdrawal from the Service Agreement. Legal effects of the notice of withdrawal shall occur on the day of delivery of a written counterpart thereof to the recipient Party. In case of doubts it shall apply that the notice has been delivered on the third (3) calendar day after its provable posting.

#### 14.3

The Provider may withdraw from the Service Agreement in case of a material breach thereof, whereas namely a default of payment shall constitute a material breach thereof. A breach of obligations resulting from the Service Agreement or the Provider's GCTC shall further constitute a material breach of the Service Agreement.

#### 14.4

An Order for the provision of a Service shall have indefinite duration (i.e. the Provider shall provide its Services to the Client for indefinite period of time pursuant to the Order), unless the GCTC stipulate otherwise or unless the nature of an ordered Service to be provided by the Provider to the Client implies that the Service is a one-off or time-limited service.

#### 14.5

A Service provided pursuant to an Order may be terminated by an authorized written notice sent by email or authorized written request sent to the Provider's contact address.

### **15. LIABILITY FOR DAMAGE AND DAMAGES**

#### 15.1

The Client shall be liable for damage that he probably caused by the running of the Service provided by the Provider.

#### 15.2

Discontinuation or limitation of the Service due to grounds specified in a Service Agreement, Order, GCTC, legal regulations or trade usage shall not represent the Provider's defective performance and the Client shall not be entitled to claim rights relating to such defective performance.

#### 15.3

Unless the GCTC and Service Agreement specify otherwise, it shall apply that if one Party causes damage to the other Party, only the proved actual damage (not lost profits) shall always be paid.

#### 15.4

The maximum amount of damages paid by the Provider to the Client has been determined as an amount equal to five monthly payments for the Service.

#### 15.5

The Provider shall not be liable for damage resulting from the provision of Services under these GCTC and respective Service Agreements if:

##### 15.5.1

the Client fails to perform obligations imposed by these GCTC or the Service

Agreement;

15.5.2

the Client fails to sufficiently secure his Technology, which is not firmly attached to the Server, against disconnection or alienation;

15.5.3

the Services are illegally exploited or misused by third parties, which includes, among others, circumstances when access to the Client data is obtained through using of weaknesses or errors (whether the Provider could have known or not at the time of the exploitation or misuse of Services) that may occur in the Services or Provider's equipment supplied by third parties, on which the Services are running;

15.5.4

the Client or his customers incur an obligation to pay any indirect, accidental, special, resulting or court (arbitrator)-ordered damages, conventional fine, severance payment, etc. in connection with enforcement of these GCTC or the relevant Service Agreement, even if the Provider has been notified about the possibility of causing such circumstances.

15.6

The Client shall be liable for the content run as part of the Service provided by the Provider.

15.7

The Client shall be liable for damage caused to himself, the Provider or a third party by providing incorrect or misleading information in an Order or Service Agreement.

15.8

The Provider shall not be liable for data loss.

## **16. CONFIDENTIALITY**

16.1

The Client's personal data are handled fully in compliance with the provisions of Act No. 101/2000 Coll. This does not affect the Provider's right to use the data in connection with Clause 10.10.

16.2

The Parties shall treat as confidential all information about the other Party that results from the concluded Service Agreement or Order, or which they obtain in connection with the performance of the Service Agreement, and they shall not disclose the information, make it available or allow disclosure to any third party without the prior written consent of the other Party. This confidentiality obligation shall survive for 1 year after termination of the Service Agreement.

16.3

The confidentiality obligation shall not apply to information about the conclusion of the Service Agreement and GCTC and further to information that is generally available, identification data and Operational documents, which are or may be the subject of a trade secret and have been provided to the investigative, prosecuting and adjudicating bodies or a court for the purposes of court proceedings conducted between the Provider and Client, information requested by courts, state

administration bodies, prosecuting and adjudicating bodies, auditors for purposes prescribed by the law or by tax advisors of the Parties.

#### 16.4

Unless the Service Agreement stipulates otherwise, the Client agrees with the publication of his name, trademark or logo in the Provider's promotional material.

### **17. FINAL PROVISIONS**

#### 17.1

Unless provided otherwise, the Client agrees with the sending of commercial communication. The Client may refuse to grant consent with such use of his electronic contact as well as refuse the sending of each individual message through the Client Centre at the Provider's website.

#### 17.2

The Provider shall exercise, in his own name and on his account, the proprietary rights to the work according to the Copyright Act, which he created by performing his obligations resulting from these GCTC, the Service Agreement and Order. The provisions of the Copyright Act shall apply to the work.

#### 17.3

The breach of any provision of the GCTC or Service Agreement by the Client may result in immediate discontinuation of the Service provision. In such case the Client shall be deemed to have withdrawn from the relevant Service Agreement or Order. The Client shall not be entitled to reimbursement of a payment already made, while the Provider shall remain entitled to the payment for the Service for the entire invoicing period. In case of prepayment for the Service, the provision of the Service shall be billed for one entire invoicing period.

#### 17.4

Exploitation of the Service shall be regulated by the GCTC, which start to apply upon actual exploitation of the Service. All provisions of the GCTC or the relevant Service Agreement shall survive the termination of the Service Agreement due to any grounds and in whatever manner.

#### 17.5

The rights and obligations resulting from the Service Agreement or Order shall pass onto the Provider's and Client's representatives. Assignment of the Client's rights and obligations under the Service Agreement to third parties shall be subject to the Provider's prior written consent.

#### 17.6

GCTC and contractual relationships between the Provider and Client shall be regulated by the laws of the Czech Republic, namely the Commercial Code.

#### 17.7

In case of a variance between the provisions of the Service Agreement and GCTC, the provisions of the Service Agreement shall prevail over those of GCTC.

#### 17.8

Any existing GCTC shall go out of effect on the date when new GCTC come into effect.

17.9

GCTC shall be posted on the Provider's website 24 hours a day and their hard copy shall be available in the Provider's premises.

17.10

The existing GCTC shall terminate on the day specified in Clause 17.11.

17.11

The present GCTC come into force and effect on 1 September 2011.