
General Commercial Terms and Conditions valid until November 30, 2018

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

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**"

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. Acceptance from the Provider is the moment when the Service begins being used, unless otherwise stated in the General Commercial Terms or the Contract. The Contract shall become valid and effective on the date when both Contracting Parties sign it and/or as of the moment of acceptance of the proper and complete order from the Customer by the Provider, unless otherwise specified in the Contract or in these General Commercial Terms.

3.3. An authorised request is a request submitted by the Customer via the Control Panel (see <https://cp.coolhousing.net> section "Authorised request") or in writing to the address for written correspondence and contains an assigned user number and password for accessing the Control Panel. The password for accessing the Control Panel can be changed at any time, or a new one can be obtained, based on access to the e-mail box, which contained under a certain account in the Control Panel, or based on a notarised request from the Customer.

3.4. An Order is an order of the Provider's services generated by the Customer in writing or an order confirmed by the Customer. In the event of an order issued by the Customer in a manner other than in writing (e.g. by phone), payment made based on a request for payment and/or an invoice (tax document) for the first Invoicing Period for the specific Service shall be considered a confirmation of ordering of that Service by the Customer as defined herein. The Contract and these General Commercial Terms can also define which tasks by the Customer are considered placing of a new Order (for example, see 14.1).

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

3.6. 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.

3.7. 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.

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

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

3.10. A virtual server is created by dividing one physical server (data space, processor capacity, memory, etc.) into multiple parts, when these parts - Virtual Servers - can be provided to various customers. Shared webhosting services are operated on Virtual Servers.

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

3.12. Server operation is the running of a server for the purpose of transferring data between the Server and the Internet, between Servers or between a Server and the Network Infrastructure.

3.13. A Server Outage is interruption of the operation of a Server and/or Virtual Server.

3.14. Contents of Customer Server (Customer data) a set of all data in the part of the data space reserved for the Customer, except data placed on that space by the Provider.

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

3.15.1. the laws of the Czech Republic;

3.15.2. 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;

3.15.3. 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;

3.15.4. good morals,

3.15.5. principles of fair business practices,

3.15.6. trade usage,

3.15.7. any court rulings,

3.15.8. legal traditions of the language territory concerned.

3.15.9. Sending of unsolicited emails - so-called spam, or mediation of spam sending to a third party shall also be regarded as Harmful Content. The Provider regards as spam all unsolicited notices (usually advertising) disseminated en mass via the internet in telecommunications operators' networks by e-mail, SMS, MMS, contributions to discussion forums, comments, instant messaging and other communication means.

3.15.10. 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).

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

- a) documentary;
- b) 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.

3.17. The Provider's website is www.coolhousing.net.

3.18. 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.

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

3.20. The Customer's contact address is a postal address of the location and/or an e-mail address specified in the Control Panel in accordance with 3.34 of the GTC.

3.21. 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.

3.22. The start of the Service exploitation is the moment when the Client started or provably could have started exploiting the Service, or when a Service has been accessible based on the GTC or the Contract.

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

3.24. 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.

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

3.26. Data Centre shall mean the Provider's premises.

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

3.28. Operators shall mean the Provider's employees.

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

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

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

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

3.33. ControlPanel is a centre of services and tools of the Client at the address <https://cp.coolhousing.net> intended for management of Services, including an overview of payments and information about the Client (including the Client's contact addresses) accessible to the Client and/or the Provider. This website is secured with a qualified certificate from an accredited certification authority.

3.34. The Civil Code is Act No. 40/1964 Coll., as amended, or any legislation that replaces it.

3.35. The Commercial Code is Act No. 513/1991 Coll., as amended, or any legislation that replaces it.

3.36 Regulations on electronic signatures shall mean namely Act No. 227/2000 Sb., on electronic signature and amendment of certain other acts (the Electronic Signature Act), as amended, Government Decree No. 304/2001 Coll., as amended, Regulation No. 366/2001 Coll., as amended.

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 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 Software licenses:

4.8.1. Software licenses provided to the customer by the provider may not be rented out to third parties and may only be used within the service provided by the provider.

4.8.2. The customer is obliged to allow the provider access to devices the rented licenses are used for without undue delay for the purpose of checking the license, to provide the necessary cooperation and especially answer any potential questions.

4.8.3. In case of any uncertainties regarding the SW license, the customer is obliged to contact the provider and request its binding standpoint.

4.8.4. For SW products in the CAL mode, the customer is required to report any changes in the number of users of the said SW to the provider.

4.8.5. For Windows Server licenses, the customer is obliged to order and use at least as many CPU licenses on a physical server as there are physical processors in the server.

4.8.6. The Windows Server system contains two free-of-charge remote desktop protocol (RDP) licenses intended for administration of the server or the services running on it. In case there are more than two users - server administrators, every third or more existing accounts must be provided with an RDP license.

4.8.7. Should a server user authorized for the Remote Desktop service conduct any other activity than server management, they need to be provided an RDP license.

4.8.8. To enable login of two or more users to the Remote Desktop service, it is necessary to switch the server to the "application mode" and activate the RDP licensing.

4.8.9. For SQL licenses, the customer is obliged to order and use as many processor core licenses as there are physical and/or virtual cores in the environment the SQL server is installed in.

4.8.10. A physical server and a potentially related virtual server on it are viewed as two completely unrelated environments from the standpoint of the SQL server.

4.8.11. The SQL processor core licenses can only be purchased in bundles of two and the minimum number of licensed cores for each individual environment is four.

4.8.12. SQL licenses marked as WEB Edition are intended exclusively for the support of applications publicly accessible via WEB where PUBLIC=ANONYMOUS access is required. CRM or ERM systems are explicitly forbidden in case of such license.

4.8.13. For single SQL Server account licenses (SAL), it is necessary to provide every user that can access the SQL server with a license. This also applies to mediated access. Usage of this license is not allowed in cases where a specific user cannot be identified.

4.8.14. In case MS Office is installed on the server, every user authorized to use its Remote Desktop service must be provided with an MS Office Standard (SAL) license.

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. Physical access to the Data Centre shall be allowed only to the Client's Authorized Persons. The rules of access to the Data Centre are defined herein.

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

4.15. Only Client's Authorized Persons may request customer support services (usually server restart, setup of reverse DNS records, IP address assignment, etc.).

4.16. The standard termination notice period for the Services is three (3) months, and services of virtual servers are not subject to a termination notice period and can be terminated immediately based on a request or notification.

4.17. 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.

4.18. 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.

4.19. A customer may install Technology only into a space defined by the Provider; otherwise the Customer may be fined an amount specified in the price list.

4.20. For the purpose of measuring variable factors (such as server performance, connectivity parameters, equipment dimensions and more), the results of measuring performed by the Provider are decisive.

4.21. The results of measuring can influence the inclusion of the Customer's service into a specific service category. Inclusion into such category can have a direct effect on the price of the service.

4.22. The Customer is authorised based on the measuring to request reassignment to another category once per invoicing period. The change must be confirmed in writing by the Provider. The change will become valid based on the agreement between the Provider and the Customer, but typically as of the subsequent invoicing period.

4.23. The Provider may reassign a customer's service to another category at any time. If the Provider does so, it must prove to the Customer the results of measuring based on which the reassignment was carried out.

4.24. If there are differences between the actual and contractually agreed parameters of the Service (a difference in category), the Provider may charge the difference to the Client up to twelve (12) months retroactively.

5. CONDITIONS FOR SERVER HOUSING SERVICES PROVISION

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

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

5.6. 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. 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, unless otherwise stated in the Contract.

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

6.3. 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.

6.4. The Client shall have an option to purchase the Dedicated Server after 24 months of continuous exploitation of the Service, unless otherwise stated in the Contract.

- 6.5.** The precondition for the purchase of the Dedicated Server shall be due payment discipline for the duration of use of the Service, whereas it shall be in the Provider's discretion to decide on the right to purchase.
- 6.6.** 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.
- 6.7.** Upon purchase of the Dedicated Server both the Service and the Service Agreement relating to the Dedicated Server shall terminate.
- 6.8.** 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.
- 6.9.** The Provider shall provide no guarantee whatsoever for the purchased Dedicated Server.
- 6.10.** 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.** 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.
- 7.2.** 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.
- 7.3.** The Client shall be the exclusive owner of priority access rights relating to the virtual server.

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, Based on an authorised request from the Control Panel 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. The Provider agrees to provide the Service to the Customer based on the Contract and/or the General Commercial Terms.

10.2. A condition for providing of the Service by the Provider is essential cooperation from the Customer in situations when proof is required of other particulars based on the specifics of individual Services.

10.3. The Provider may refuse to provide the Services and refuse to enter into the Contract with the Customer in accordance with the valid legal regulations, the Contract and/or these General Commercial Terms, particularly if any of the following situations arise:

10.3.1. The Customer refuses to accept the General Commercial Terms or other conditions specified in the draft Contract, including the obligation to pay a potential advance.

10.3.2. The Customer refuses to provide the information required by the Provider or has provided incomplete or untruthful information,

10.3.3. The Provider reasonably assumes based on available information that the Customer will not fulfil its obligations,

10.3.4. The Customer is legally incapable of fulfilling its obligations,

10.3.5. The Customer's conduct conflicts with applicable legal regulations or good morals,

10.3.6. The Provider considers entering into a Contract to be disadvantageous for it.

10.4. Neither delivery of the Order to the Provider or receipt of payment from the Customer shall guarantee commencement of service provision, and the Customer shall not as a result automatically become entitled to begin using the Service, see 3.29, particularly due to the need to verify its functionality and availability among third parties.

10.5. In the event of existence of multiple Orders at the same time for a service which based on its nature can be provided only to one Customer (e.g. last server configuration for an offered price), the Acceptance from the Provider shall be decisive for entering into the Contract and commencing use of the Service by the Provider.

10.6. The Provider may ask the Customer to provide information necessary to ensure and verify the Customer's identity and legal capacity to enter into a contractual relationship with the Provider.

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

10.8. 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.

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

10.10. 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.

10.11. 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.).

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

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

10.12.2. 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);

10.12.3. 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;

10.12.4. 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;

10.12.5. 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.

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

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

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

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

10.14. The provider shall not be responsible in any way for the misuse of the Customer's log-in data or of any personal information of the Customer or third parties based on which it accepted the order of services or made any required change or adjustment to already existing records and services, unless the Provider itself caused such misuse.

Sending of such data to the Customer at the Customer's contact address before or after the Service is set up or their resending to the Customer after the Customer requests their repeat disclosure cannot be regarded as misuse of such data by the Provider.

10.15. The Provider is authorised to change the access codes if the situation urgently necessitates it even without the Customer's consent, provided that such step is necessary to enable proper providing of Services.

10.16. The Provider shall exercise, in its own name and at its own expense, the proprietary rights to the work according to the Copyright Act, which the Provider created by fulfilling its obligations specified herein, and in the Contract. The provisions of Sections 65 and 66 of the Copyright Act shall apply to the work.

10.17. The Provider confirms that it fulfils all legal requirements related to personal data protection, in accordance with relevant legislation.

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10.18. The Provider is authorised to change the extent, conditions, characteristics and prices of individual Services. In the event of a serious change that is unpleasant for the Customer, the Provider shall provide the original Service to the Customer for the duration of the particular Invoicing Period. After the Invoicing Period ends, the Provider shall transfer the Customer to another original Service that most closely corresponds to the Service originally provided and shall notify the Customer.

10.19. The Provider is authorised to cease providing of existing Services for economic reasons or due to introduction of new Services, changes of market conditions, the need to improve the quality of Services, development of new technology, etc. The Provider agrees to replace the Services that will stop being provided with similar services, if this is technically possible and economically feasible. The Provider shall notify the Customer of such changes reasonably in advance.

10.20. The Provider shall not bear any responsibility for the contents of the Customer's server.

10.21. The Customer's telephone call with the Provider's customer support department may be recorded, to enable internal verification of services and to improve quality or for the purpose of ensuring evidence of each transaction conducted via customer support.

11. CLIENT'S RIGHTS AND OBLIGATIONS

11.1. By sending or confirming the Order, the Customer accepts these GCTC.

11.2. The Client shall:

11.2.1. acquaint himself with the content of GCTC prior to starting the Service exploitation.

11.2.2. to use the Provider's service in a manner that ensures that third parties' rights are not interfered with and in a manner in accordance with the laws and applicable regulations valid in the Czech Republic, good morals, the principles of honest business practice, customary practices, court decisions or the laws and regulations in the particular language territory.

11.2.3. to observe technical parameters set by the Provider,

11.2.4. pay its obligations towards the Provider duly and on time,

11.2.5. 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,

11.2.6. to enable the Provider reasonable access to equipment installed for the Customer by the Provider, take measures for protection of the Provider's assets against damage, loss, alienation, destruction or misuse (prevent unauthorised persons from handling the Provider's equipment, etc.),

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

11.2.8. 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.

11.3. Reactivation of the Customer's service will be permitted only after elimination of the specified problems that caused interruption of the Service.

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

11.5. The Customer must not disseminate spam or allow its dissemination via used Services provided by the Provider.

11.6. The Customer's right to freely use the Services and/or change them may temporarily be restricted by the Provider if:

11.6.1. The Provider has reasonable suspicion of illegal handling of Services and/or of a serious breach of third parties' rights in connection with the operation of the Service on the Customer's side,

11.6.2. a court order restricts handling of Services,

11.6.3. it becomes necessary to formally prove the Customer's right to use the Services.

11.7. 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.

11.8. 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 Customer shall make payments based on the received advance invoice or request for payment.

12.5. The Customer bears in mind and agrees that the Customer alone is responsible for timely payments to the Provider in the correct amounts, under the correct variable symbol and to the correct bank account.

12.6. Any fee related to a performed payment must be paid by the Customer, not the Provider. These include mainly bank fees for outgoing or international payments.

12.7. The particular fee will be considered paid if the due date posts to the correct bank account of the Provider under the correct variable symbol and in the correct amount (following deduction of all bank fees). If the payment does not fulfil these conditions, the Provider reserves the right not to commence providing of the Services and/or to limit, suspend or terminate their providing.

12.8. If the Customer does not make the particular payment following the due date even despite a repeated request, the Provider shall be entitled to limit, suspend or terminate also any other Service provided to the Customer, even without prior notice.

12.9. After the Customer's payment posts to the Provider's account based on a request for payment, the Provider shall provide the Customer with a proper tax document within fifteen (15) days.

12.10. The Customer agrees that sending of the tax document to the Customer's e-mail address or making it available in the Control Panel in electronic form (such as .PDF) shall be regarded as sufficient delivery of the tax document. In such case, the date considered the delivery date shall be the date when the tax document is placed in the Control Panel.

12.11. Regular invoice maturity shall be 14 calendar days.

12.12. Should the Client be in default with payment, the Provider may charge the Client a late payment interest and/or a fee for reconnection of the Service, if it was disconnected due to non-payment of an advance invoice or non-payment following a payment request.

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

12.14. 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.

12.15. 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.

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

12.17. There shall be no legal claim to a discount.

12.18. Unless the Contract or the General Commercial Terms specify otherwise, the Customer in the event of Service termination or Contract expiration (see Article 14.2) during the Invoicing Period shall lose entitlement to a refund of the amount paid for the use of the Service until the end of the Invoicing Period.

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

The Services are provided based on an Order sent by the Customer.

14.1. Unless the Contract or the GCTC specify otherwise, the Contract duration shall correspond to the period of Service utilisation, and in this case the period of Service utilisation is determined based on the length of the Invoicing Period selected by the Customer. Payment based on a payment request and/or invoice (tax document) for a further Invoicing Period by the Customer shall be considered new commencement of Service utilisation, meaning extension of the existing Order or sending of a new Order for another Invoicing Period by the Customer in accordance with 3.11 hereof. If payment is not made based on the previous sentence and the Customer does not notify prior to expiration of the Invoicing Period that the Customer is no longer interested in continuing to receive Services for the subsequent Invoicing Period, then the date considered the last date of the Invoicing Period shall be the date when the Order is sent in accordance with 3.11 hereof.

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. If this Contract was entered into using remote communication means, such as completion of an order on the Provider's website, the Customer shall be entitled to withdraw from the Acontract even without specifying a reason and without any sanctions within 14 days following acceptance of fulfilment and/or the commencement of Service provision. If the Provider has not provided the Customer with information that it is required to provide in writing or in another manner in accordance with Section 56, paragraphs 4 and 6 of the Civil Code, the termination notice period shall last 3 months from the receipt of fulfilment and/or commencement of Service provision. However, if the relevant information was properly delivered during this 3-month period, this period shall be terminated and a new two-week period shall begin running. This provision shall not apply if the Customer commences Service utilisation within the specified period.

14.5. 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.

14.6. For the purposes of Article 14.2, written form means

- a) document form, if the Contract was agreed upon in document form, or
- b) the form of an Authorised Request or document form with the Customer's notarised signature.

14.7. The Contracting Parties agree to settle all yet unpaid monetary receivables and obligations stemming from the Contract no later than within thirty (30) calendar days following expiration of the Contract. The provisions of paragraph 7.11 shall apply similarly.

14.8. Exploitation of the Service shall be regulated by the GCTC, which start to apply upon actual exploitation of the Service. All provisions of the General Commercial Terms or the relevant Contract shall survive the termination of the Contract for any reason and in any manner.

15. LIABILITY FOR DAMAGE AND DAMAGES

15.1. Customer is responsible for the content on the Service provided by Provider.

15.2. Customer is responsible for any damage caused to themselves, a provider or a third party by providing false or misleading information in the order or the contract.

15.3. Suspension or limitation of provision of the Service due to force majeure, due to reasons specified in the Agreement, the General Commercial Terms, the Order, legal regulations and/or in situations that typically arise in such relationships between parties shall not be regarded as defective fulfilment by the Provider, and the Client shall not have any special rights related to the defective fulfilment.

15.4. The Contracting Parties agree and bear in mind that unless otherwise stated in the General Commercial Terms or in the Agreement, the damaged party shall be entitled to reimbursement of damages resulting from activities or negligence of the other party in connection with the fulfilment of the Agreement and the General Commercial Terms. The parties are entitled to compensation of damages only in the amount of actually proven losses, not lost profit.

15.5. The maximum amount of damages paid by the Provider to the Client has been determined as an amount equal to five (5) monthly payments for the Service.

15.6. In that case of Provider's malfunction of service can incur customer a loss greater than that specified in section 15.6. these Terms and Conditions Provider have to be of such fact notified and have to be documentary/contractually specified exception compared to these GBC.

15.7. Liability for damages on the Provider's side during the providing of services under this Agreement and the General Commercial Terms shall not be recognised:

15.7.1. if the Client fails to fulfil any obligations imposed by these General Commercial Terms or the Agreement;

15.7.2. if the Client has not in a proper and timely manner paid all fees for all provided Services;

15.7.3. if the Client fails to sufficiently secure its technology, which is not firmly attached to the Server, against disconnection or theft,

15.7.4. if the Agreement is terminated;

15.7.5. if the Service is non-functional due to the Client's previous conduct, which conflicts with the Agreement and/or the General Commercial Terms;

15.7.6. if the Client does not report defective providing of the Service in writing in a provable manner (preferably in the form of an Authorised Request) at the latest within twenty four (24) hours from the time of restoration of the Service;

15.7.7. if the Services are illegally exploited or misused by third parties, which includes, among other situations, 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;

15.7.8. if the Client or the Client's customers become obliged in connection with the providing of the Services under the General Commercial Terms and the Agreement or application of these General Commercial Terms and this Agreement to pay any indirect, occasional, special, resulting or court (arbitrator) ordered compensation, contractual penalties, forfeiture fees, Agreement early termination fees, etc., even if the Provider was alerted about the possibility of such situations being caused;

15.7.9. if in connection with the provision of the Services under these General Commercial Terms and the Client or the Client's customers incur losses of profit, revenues, data or the ability for the Client to use them, even if the Provider was alerted about the possibility of such situation arising;

15.7.10. if the Client or the Client's customers incur obligations, losses, costs or claims, including attorney's fees, in connection with or as a result of the operation or intended operation of any Client's Service of product sold through the Client, the Client's agents, employees or representatives;

15.7.11. if the Client or the Client's customers incur an obligation or liability in connection with:

15.7.11.1. a) a breach of copyright;

15.7.11.2. b) any material supplied by the Client, which violates or allegedly violates the property rights of a third party;

15.7.11.3. c) any damage to health or property caused by a product which was sold or otherwise distributed in connection with the Provider's Service;

15.7.11.4. d) any defective product which the Client sold through the Provider's Service.

16. CONFIDENTIALITY

16.1. Unless otherwise specified herein or in the Contract, the Contracting Parties shall treat as confidential in accordance with Section 271 of the Commercial Code all information about each other of which they become aware in connection with the Contract or of which they become aware in connection with fulfilment of the Contract, and both parties pledge neither to disclose any such information to any third parties nor to allow any third parties to access such information without the other Contracting Party's written consent.

16.2. The Client's personal data shall be handled fully in compliance with the provisions of Act No. 101/2000 Coll., on personal data protection, as amended. This shall not affect the Provider's right to use the data provided by the Customer, including the domain name and the publicly accessible Contents of the Client server, in the following manner:

16.2.1. use for marketing and promotion of services and products provided by the Provider, development and improvement of the Services provided to Clients,

16.2.2. specifying in references,

16.2.3. providing third parties with data necessary for performing the Service, such as during the registration of a range of IP addresses,

16.2.4. The use of the Customer's e-mail accounts shall also be considered use according to Article 16.2.

16.3. The Client agrees that certain data provided by the Client in connection with the Service may be publicly accessible (for example: after submission of a query for specific IP addresses, data is provided about the owner of the registered subnet as processed data output from the database of the central register of IP addresses, the RIPE.net database).

16.4. 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.

16.5. Unless the Contract stipulates otherwise, the Customer agrees with the publication of his name, trademark or logo in the Provider's promotional materials.

16.6. In case of increased demands for confidentiality or protection of transmitted data, which exceed the Provider's technical and operating possibilities, it shall be the Customer's responsibility to take relevant measures to ensure confidentiality (e.g. secure tools for encoding/decoding of communication).

16.7. The Provider is authorised in the interest of maintaining the required quality parameters of provided Services and in connection with the technological nature of the operation of the internet, web and database servers, including IP addresses of computers contacting the Provider's Servers via the internet, to archive and evaluate such information, particularly for the purpose of technical securing of operation of Services and their expansion based on actual use.

16.8. During activities performed under the Contract, the Customer shall protect the intellectual property rights of the Provider and other persons, the use of which the Provider has procured to the Customer under the Contract.

17. FINAL PROVISIONS

17.1. The Client agrees that the Provider may change the GCTC during the Service provision.

17.2. 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 Controlpanel.

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. 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.

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

17.6. 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.

17.7. 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.

17.8. The present GCTC come into force and effect on 3.10.2013.

17.9. The Provider and the Customer have agreed that the Provider shall notify the Customer of any changes hereto. In the event of a major change to the General Commercial Terms, which worsens them for the Customer, the Customer shall be entitled to terminate this Agreement in accordance with Article 6.2 within thirty (30) days from the sending of the change notification. Otherwise, it shall be assumed that the Customer has accepted the changes.

17.10. The contractual relationships between the Provider and Customer shall be governed by the laws of the Czech Republic, namely the Commercial Code. By entering into the Contract, the Parties agree in accordance with Section of the Commercial Code, that the legal relationships resulting hereunder shall be governed first by the Commercial Code or shall be subject to the provisions of the Civil Code as specified in Section 261/6 of the Commercial Code, as the case may be.

17.11. The Provider and the Customer shall give priority to resolving any disputes through bilateral negotiations. However, should they fail to resolve any disputes that arise in connection with their relationship, they shall be decided with final validity in arbitration proceedings conducted before the Permanent Arbitration Court at the Chamber of Commerce and Agrarian Chamber of the Czech Republic based on the Permanent Arbitration Court's rules. The Contracting Parties pledge to respect the arbitration finding and to fulfil it promptly, without any right to appeal it.