

General Business Conditions (valid until August 31, 2011)

1 INTRODUCTORY PROVISIONS

The COOLHOUSING, s.r.o. company, is issuing these General Business Conditions (hereinafter the GBC) in accordance with Section 273, Act no. 513/1991 Sb., the Commercial Code as amended:

2 CONTRACTING PARTIES

2.1

COOLHOUSING is the company COOLHOUSING s.r.o., with registered office at Na Okraji 6, Praha 6 162 00, company ID 14893983, registered in the Commercial Register maintained by the Municipal Court of Law in Prague, part C, insert number 4766. Banking details: Komerční Banka a.s., Praha, Václavské nám. 43, IBAN: CZ540100000511028170217, SWIFT: KOMBCZPP, contact address for correspondence:

1. Postal address: COOLHOUSING s.r.o., Na Okraji 6, Praha 6, postal code 16200
2. E-mail: info@coolhousing.net or the individual e-mail address of the Service.

Here in after the **""Provider""**

2.2

The Customer is a natural person or a legal entity that receives services from COOLHOUSING based on a signed Contract or Order according to these General Terms of Business.

Here in after the **""Customer""**

3 DEFINITIONS

The capitalised terms are considered to have the following meaning in these GBC:

3.1

The **GBT** define the business relationship between the Provider and the Customer. In accordance with the GBC the Provider provides or will provide the Services to the Customer based on a Contract or an Order, under the conditions defined in the General Terms of Business. By signing the Contract or confirming the Order the Customer confirms that s/he has read and agrees with the GBC and acknowledges that the GTB govern the contractual relationship between the Provider and the Customer unless otherwise stipulated in the Contract.

3.2

Contract or **Order** is a document or a file of documents that identify contractual relationships entered into between the Provider and the Customer in accordance with the GTB.

3.3

Authorised application is a written application that contains the Customer's allotted user name and password used for entering the Customer centre.

3.6

The **Operation conditions** of a Service are understood to mean a file of documents that defines the technical, organisational and price conditions of the use of the Service. The documents are written and complement the GTB.

3.7

Service is understood to mean the Service provided to the Customer by the Provider based on a Contract or an Order between the Provider and the Customer in accordance with the GTB and the Operation conditions that are binding upon the Customer.

3.8

A **Server** is a piece of computer hardware that might typically run Internet Services (HTTP server, FTP server, MAIL server and other).

3.9

A **Dedicated server** is an independent server reserved exclusively for one Customer.

3.10

A **Network infrastructure** is a combination of hardware and software devices that enable the server to run.

3.12

Server operation is the operation of the server in order to transfer data from and to the server over the Internet network.

3.13

Server operation breakdown is a gap in the operation of one of the fundamental services of the server that cause complete dysfunctionality of the server.

3.15

Defective contents - this, in particular, relates to such contents of the Customer or Virtual server that contradicts:

3.15.1

The legal order of the Czech Republic,

3.15.2

The standards of the relevant European Union, European Community, European Economic Community set of Standards, if these apply directly to the Czech Republic based on the accession of the CR to the European Union,

3.15.3

International Treaties that bind the Czech Republic and that have been published in the Collection of Acts or in the Collection of International Treaties,

3.15.4

Good manners and common courtesy

3.15.5

The established rules of fair business.

3.15.6
Habits

3.15.7
A court decision or

3.15.8
Legal rules of the given language territory.

3.16
Written, in writing - this means a document or information from the contractual party whether in the form of a

- Deed or
- Electronic information,

delivered to the contact address for written communication of the other party or posted on the relevant webpage of the Provider that is accessible to the Customer via the Internet. The completion and sending of a form on the Provider's webpage also has the character of a written communication.

3.18
The Provider's webpage means the addresses www.coolhousing.net.

3.19
An act of free will to enter into a Contract means concluding a Contract in writing or a written confirmation of an Order for Services by giving contact and invoice details by the Customer to the level of detail required by the Provider, together with the Customer's consent with the GTB and the Service Operation Conditions, also in electronic form via the Internet network.

3.20
An Announcement (notice) delivered in the usual way is a written notice.

3.21
A Contact address is the postal address of the place or the electronic mail address.

3.22
The Commercial Code is Act no. 513/1991 Sb., as amended, or an Act replacing the Commercial Code.

3.23
The Civil Code is Act no. 40/1964 Sb., as amended, or an Act replacing the Civil Code.

3.24
The Act on Author's Rights is Act no. 121/2000 Sb., regulating author's rights and rights associated with author's rights and changing some acts (Act on Author's Rights), as amended.

3.25

Regulations governing electronic signature are, in particular, Act no. 227/2000 Sb., regulating electronic signatures and changing some other Acts (Act on electronic signatures) as amended, The Government Regulation no. 304/2001 Sb., as amended, Regulation no. 366/2001 Sb., as amended.

3.26

The Time of use of the Service is the time from the commencement of use until the end of the Service provided by the Provider to the Customer.

3.27

The Commencement of the Service is the moment when the Customer started or could start using the Service or when the Service was available abased on the GBC and/or the Service Operation Conditions.

3.28

Packet - a block of data transferred via the network. Number of packets is specified in packets per one second (pkt/s).

3.29

Flow(s) - a number of new connections per one second (Flows/s). For illustration, - regular web server's speed is approx. 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.

4 SERVICE OPERATION CONDITIONS

4.1

Conditions for providing the services of the Server Housing

4.1.1

The services of the Server Housing are provided based on the Customer's Order.

4.1.2

The valid Service Price list is posted in electronic form at <http://www.coolhousing.net>.

4.1.3

The price for providing the Service is always calculated based on the current price list.

4.1.4

Other price conditions – discounts, bonuses, etc – relating to the order or the Contract are always such as are valid according to the current price list.

4.1.5

The Customer has no right to distribute unwanted mail, so-called spam, via the services provided, or to facilitate the distribution of unwanted mail on behalf of a third party. Such action may be grounds for interrupting the operation of the Customer server or the immediate blocking of access to the Customer's mail account.

4.1.6

Re-opening the Customer's mail account will only be allowed after removing the said defects as specified in item 4.1.5 and will be chargeable according to the current price list found at <http://www.coolhousing.net> .

4.1.7

The Provider reserves the right to inform the Customer regarding changes in the provision of services using e-mail messages. Such messages will be sent to the e-mail address given by the Customer when registering for the Customer database at <http://www.coolhousing.net/>. If there is no statement from the client to the contrary within 21 days of the sending date of the e-mail it will be considered to mean consent with the proposed changes.

4.1.9

Notice of a Service from the Customer may only be given electronically (to the address info@coolhousing.net) . The notice is always effective from the beginning of the following invoice period.

4.1.11

If the Customer gives notice to terminate the Service during an invoice period, s/he cannot claim any part of the sum of money paid for operation of the Service until the end of the invoice period.

4.1.12

Within shared connectivity, a client who will exceed the average of 20% capacity of a shared line for longer than 48 hours will be limited at that connectivity for the period of time necessary for resolution of the situation. The provider will notify a client of occurrence of the situation of exceeding the permitted average of data transfer and start to solve such situation immediately. The solution means a reduction of data transfer on the side of a client, moving to a higher model of shared connectivity of the provider, or transfer to a non-shared (dedicated) line.

4.1.13

Our network permits the distribution only of those IP addresses assigned by us, using the protocols we support. If different IP addresses (local addresses or the addresses of other subnets or academic networks) or non-supported networks are used, the client will be disconnected and required to pay a fine of CZK 2,000, not including VAT.

4.1.14

The customer is obliged to immediately inform the Provider of any changes to their facilities umístěných For operators who may have the effect to vary the příkonu electricity.

4.1.15

The network COOLHOUSING is permitted to distribute only our assigned IP addresses on our supported protocols. If other IP addresses {local, subnet, or other academic networks} or unsupported client network will be disconnected and fined 2000CZK without VAT or the contract will be terminated.

4.1.17

The maximum number of packets for any one IP address is 25,000 packets per second (25,000 pkt/s). The maximum amount of Flows in the incoming, as well as

outgoing direction, is 1,500 flows/s. Exceeding of the specified indicative values will be solved individually.

4.2

Conditions for providing the services of the **Dedicated server**

4.2.1

The services of the Dedicated server are provided based on the Customer's Order or the Contract between the Provider and the Customer. The Customer may obtain the Contract from the Provider's employee responsible for such requests at info@coolhousing.net.

4.2.2

The valid Service Price list is posted in electronic form at <http://www.coolhousing.net> .

4.3

Conditions for provision **server housing services**

4.2.1

The services of the Dedicated server are provided based on the Customer's Order or the Contract between the Provider and the Customer. The Customer may obtain the Contract from the Provider's employee responsible for such requests at info@coolhousing.net.

4.3.2

The valid Service Price list is posted in electronic form at <http://www.coolhousing.net> .

5 THE PROVIDER'S RIGHTS AND OBLIGATIONS

5.1

The Provider undertakes to inform the Customer in writing of all circumstances that prevent providing services according to an Order or a Contract if such circumstances are known beforehand, to enable the Customer to take all necessary measures. This mainly concerns interruptions in operation due to necessary network infrastructure maintenance, power cuts, breakdowns or reconstruction of buildings, engineering networks or spaces in which the Services are provided.

5.2

A written statement relating to the previous sentence serves as proof generally respected by the contracting parties.

5.3

The Provider does not bear responsibility for the interruption of Services provided to the Customer according to these GBC in the event of acts of third persons or force majeure (particularly flood, fire, wind, war, earthquake, etc.) or in the event of a defect on devices provided by third suppliers (particularly a large and long-term interruption of power supply, telecommunication connection, etc.) if these could not obviously be prevented, if they were not caused by the Provider's negligence or if they were caused by a unavoidable event that does not originate from the operation of the Service.

5.4

The Provider possesses in his own name and on his own account the property rights, in the sense of the Author's Rights Act, to the product that the Provider has created in order to perform his obligations according to these GTB and the Contract and Order. The product is also covered by the provisions of Sections 65 and 66 of the Author's Rights Act.

5.5

Liabilities arisen from incorrect or multiple payments from the Customer are returned by the Provider if they exceed CZK 100.

6 THE CUSTOMER'S RIGHTS AND OBLIGATIONS

6.1

Before starting to use the Service the Customer is obliged to acquaint himself/herself with the contents of the GBC and the Operation Conditions.

6.2

The Customer must not provide on the Server Defective Contents.

6.3

The Customer agrees that the Provider has a right to change his GBC or Operation Conditions while a Service is being provided. Such an announcement is made in writing. If the Customer does not agree with the new GBC or Operation Conditions (in the event of raising prices, with the new price list) s/he has a right to terminate the Service Contract within thirty (30) days of the aforementioned changes being announced to the Customer. If the Customer does not deliver a decision to terminate the use of the Service due to non-acceptance of the new GBC or Operation Conditions to the Provider within 30 days, the Customer is considered to have consented to the new GTB or Operation Conditions.

6.4

Unless the Contract, Order, or in individual cases the GBC, specify otherwise, the Customer agrees that the Provider has the right to:

6.4.1

Interrupt the Service temporarily for an appropriate period of time to maintain and possibly repair the Provider's devices,

6.4.2

Suspend or limit the Service operation if the Service is made impossible or restricted by an absolutely unavoidable event that could not be forecast or prevented (particularly force majeure and similar circumstances that except liability as per the Commercial Code),

6.4.3

Temporarily interrupt or limit the Service operation within the appropriate scope without informing the Client in advance if the Service is being used contrary to the Contract or Order and if this puts the Provider's or third suppliers' devices in danger. In case of other events involving a substantial breach of obligations stated by the GTB or legal regulations the Provider may limit or interrupt the Service operation without informing the Customer in advance, e.g. upon expiration of a period of time, if the Provider has set a time to fix a defect.

6.5

The Customer undertakes to inform the Provider in writing of any change in his/her identification, invoice and contact details as given when ordering the Service, within 10 days of the moment the change occurred. If the Customer does not fulfil the duty s/he is fully liable for damages that may subsequently arise.

6.6

The Customer's personal data is processed in full compliance with the stipulations of Act no. 101/2000 Sb. This does not affect the Provider's right to use the data supplied by the Customer in association with an Order in the following manner:

6.6.1

Use for marketing within the framework of the Provider's services, development and improvement of services provided to Customers,

6.6.2

Use for personalising the service web-pages used, particularly for sending news and quoting in on-line references,

6.6.3

Provide the data necessary for the Service to third parties - for example in domain registration.

6.7

The Customer agrees that some of the data supplied in association with an Order for a Service may be publicly accessible (e.g. when searching for a particular domain name the data concerning the owner of the registered domain is provided in the form of data output from registration databases).

6.8

The Customer is responsible for the contents of his/her Customer server and is, to an appropriate extent, the bearer or administrator of author's rights to the data.

6.9

The Customer undertakes to pay on the due date of the invoice, deposit sheet or payment request at the latest. The payment date of the invoice, deposit sheet or payment request is understood to mean the day when the payment was credited to the Provider's account. In the event of a default of payment, the Provider has a right to charge the Customer contractual default interest.

6.10

The breach of any of these GBC or Contract stipulations by the Customer may give rise to an immediate interruption of the provision of the Service. In such a case the Customer is understood to have terminated the relevant Contract or Order. The Customer loses the right to be recompensed regarding payment already made, or the Provider does not lose the right to be paid for providing the Service during the entire invoice period. In the event of a deposit payment system the Service provided is charged for one complete invoice period.

6.11

The Customer is obliged to:

6.11.1

Use the Service only in a manner that is in accordance with these GBC, Service Operation Conditions, Contract and possible instruction from the Provider;

6.11.2

Allow the Provider access to the devices installed in the Customer's premises to a reasonable extent, take steps to protect the Provider's property from damage, loss, theft, destruction or abuse (preventing unauthorised individuals from manipulating the Provider's devices, etc.);

6.11.3

Announce all defects on devices and Services according to these GBC and the relevant Contract without unnecessary delay, including the need for all repairs to be performed by the Provider;

6.11.4

Comply with the rights, and protect the authorised interests, of the Provider and third parties. Not to spread information, the content of which is contrary to the legal regulations or these GBC or to good business practice;

6.11.5

Immediately claim against defective Services if the Services have been provided in a defective manner, within 25 days claim incorrect price charges otherwise the right to do so will expire. Claims must be made in writing at the Provider's address and must contain a description of the claimed defect. The claims are usually processed within one to thirty calendar days, according to the complexity of the claim and the technical or administrative difficulty. Claims made against the price charged do not constitute a postponement of the due date. Based on a positive result of a claim the Customer has the right to either claim the surplus payment back or to a price reduction.

6.12

All technical devices, materials and means provided or lent to the Customer during the time the Service is provided must be returned to the Provider by the Customer within 7 calendar days of the Service being terminated, unless the contracting parties agree otherwise or unless otherwise stipulated by the GTB for particular cases.

6.13

If payments arrive from abroad the Customer is obliged to pay all bank fees so that the Provider receives the full amount of the charge for the Service provided.

7 TIME OF USE OF THE SERVICES

7.1

The **Contract** to provide a Service is signed for an indefinite period of time unless the contracting parties agree otherwise or unless otherwise stipulated in these GBC in particular cases.

7.2

The **Contract** terminates:

7.2.1

By written agreement between the contracting parties

7.2.2

By expiration of the agreed notice period according to the written notice if the Contract was signed for an indefinite period of time

7.2.3

By expiration of the period for which the Contract was signed

7.2.4

By withdrawal from the Contract. The legal effect of the withdrawal begins on the day of delivery of its written statement to one of the contracting parties. If in doubt the withdrawal is considered delivered on the third day after it was sent.

7.3

The **Order** of a Service to be provided is valid for an indefinite period of time (that is, the Provider provides the Services to the Customer for an indefinite period of time according to the Order) if the GBC or Service Operation Conditions do not stipulate otherwise or if the character (nature) of the ordered Service to be provided by the Provider to the Customer is not a one-off or time-restricted Service.

7.4

The Service provided based on the **Order** may be terminated by a written notice sent electronically (e-mail) or by authorised written application sent to the Provider's contact address.

7.5

may be terminated by a written notice sent electronically (e-mail) or by authorised written application sent to the Provider's contact address.

7.6

All pecuniary receivables ensuing from the Contract or Order, that have not been charged and paid, will be settled within 30 calendar days of the termination of the Contract or cancellation of the Order.

7.7

The use of the Service is governed by these GBC that apply during the time that the Service is actually used. All provisions of these GTB or the relevant Contract remain valid after the termination of the Contract for any purpose and in any manner.

8 LIABILITY FOR DAMAGE AND COMPENSATION

8.1

Interruption or restriction of Service for reasons stipulated in the Contract, Order, GBC or legal regulations or in business practice is not classified as faulty performance by the Provider and the Customer cannot exercise the rights associated with faulty performance.

8.2

The contracting parties agree that, unless otherwise stipulated in the GBC or the Contract, claims for possible damage caused by a contracting party to the other contracting party while performing the Contract are governed by the rule that only the factual and proved damage is compensated (not lost earnings).

8.3

The maximum amount of damage from the side of the Provider to the Customer is set to five times the monthly charge for the Service or ten times the total.

8.4

The Provider's liability when providing services according to these GBC and the relevant contracts does not arise:

8.4.1

If the Customer did not fulfil the obligations stipulated in these GBC or the Contract;

8.4.2

If the services have been used or abused by third persons in an illegal way, which also includes situations when the access to Customer data is gained by using weak links or mistakes (whether the Provider could know about them at the time of use or abuse of the services or not) that might be found in the Services or devices of the Provider supplied by third parties on which the Services are operated;

8.4.3

If the Customer or his/her clients have the obligation to pay any indirect, special, consequential or adjudicated by a court (or an arbitrator) damages, contractual fine, amount for the termination of the Contract, etc. in association with following these GTB or the Contract, even if the Provider had been notified of the possibility of such situations arising;

8.4.4

In the event that the Customer or his/her clients suffer a loss of profit, revenue, data or the possibility to use the Service in association with following these GTB or the Contract, even if the Provider had been notified of the possibility of such situations arising;

8.4.5

If the Customer or his/her clients must pay the liabilities, losses, costs or claims including the attorney's fee in association with, or as a consequence of, the operation of any Service of the Customer or product sold through the Customer, his/her representatives, employees or authorised agents;

8.4.6

If the Customer or his/her clients are exposed to a liability associated with:

8.4.6.1

Any damage to health or property caused by a product that was sold or otherwise distributed in association with a Provider's Service;

8.4.6.2

Any material supplied by the Customer that violates or is believed to violate a third party's property rights;

8.4.6.3

Any violation of an author's rights;

8.4.6.4

Any defective product that the Customer sold through the Provider's Service.

9 CONFIDENTIALITY

9.1

The contracting parties consider all information concerning the other party that ensue from a signed Contract or Order, or that they learn in association with their performance thereof, confidential as per Section 271 of the Commercial Code, and they undertake not to disclose, make accessible or facilitate access to such information to a third person without the prior written consent of the other contracting party. This pledge of confidentiality is effective 1 year after the termination of the Contract.

9.2

The pledge of confidentiality does not apply to information from the point of view of negotiating the contractual relationship and the GBC, nor to information that is publicly available, identification details and Operation documents that are or may be the subject of business secrets and are supplied to the prosecution bodies or to the court within the framework of a court case between the Provider and the Customer, information requested by courts, state administration bodies, prosecution bodies, auditors for legally stipulated reasons or tax advisors of the contracting parties.

9.3

In the event of higher demands on confidentiality, or the protection of transferred data that exceeds the technical and operational possibilities of the Provider the Customer must make the adequate measures to ensure confidentiality (for example acquire the means of encoding/deciphering communication).

9.4

The contracting parties have agreed that they will not use the names, trade marks, logos and titles of the other party without the prior written consent of the other party, unless otherwise stipulated in the Contract or Order.

9.5

The contracting parties have agreed that they will not use the names, trade marks, logos and titles of the other party without the prior written consent of the other party, unless otherwise stipulated in the Contract or Order.

10 FINAL PROVISIONS

10.1

By accepting these General Business and Conditions of Trade (GTC), the customer agrees that the Provider will send information about the Provided Service, which the Customer has ordered from the Provider, to the Customer's electronic contact for electronic post. This also applies to the delivery of business correspondence in accordance with § 2 f) and § 7 of Law no. 480/2004 Coll. on information company services and changes to any laws (the law on information company services). The customer has the right to refuse to agree to this use of his electronic contact as well as the delivery of every individual message through the Provider's Customer Care Centre at <http://www.coolhousing.net>.

10.2

Provisions varying from the Operation Conditions of the Service (not constituted by a unilateral legal act) have priority over the GBC wording.

10.3

Provisions varying from the Operation Conditions of the Service (not constituted by a unilateral legal act) have priority over the GBC wording.

10.4

The contractual relationships between the Provider and the Customer are governed by the legal order of the Czech Republic, in particular by the Commercial Code. By signing the Contract according to Section 262 of the Commercial Code the contracting parties agree that the legal relationships based on the Contract in particular follow the Commercial Code or the Civil Code as per Section 261/6 of the Commercial Code.

10.5

In the event of a difference between the provisions of the Contract and the GBC, the provisions of the Contract have priority.

10.6

The GBC are cancelled upon the effective date of a subsequent version of the GBC.

10.7

The GBC are posted 24 hours a day on the Internet at: <http://www.coolhousing.net>
The GTB are posted 24 hours a day on the Internet at.

10.8

The current GBC are cancelled on the day stated in item 10.9.

10.9

These GBC come into effect and force 8.7.2010.