

General Terms of Providing Publicly Available Electronic Communications Services from UPC Česká republika, s.r.o. for Businesses

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(hereinafter referred to as “UPC”)

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1. Subscriber and Provider

These General Terms govern the rights and obligations of the Subscriber and the Provider of electronic communications services (hereinafter the "Services"). The Provider of the Services is the company UPC Česká republika, s.r.o. The Subscriber is either a natural person who is a business person or a legal entity.

2. Contract

2.1. Contract

The electronic communications services are provided under a contract on providing publicly available electronic communications services (hereinafter the "Contract"). These General Terms are always an integral part of the Contract.

2.2. When a contract is entered into

The Provider can offer to conclude a Contract in various ways, particularly in writing, but according to the current technical possibilities, the Provider can also do so using some method of distance communication. Depending on which of the currently offered ways of entering into the Contract the Subscriber chooses, the Contract is entered into (effective and in force):

- a) when the Contract is signed by both parties, if the Contract was entered into in writing; or
- b) when a Web form is filled in and sent by the Subscriber and subsequently confirmed by the Provider; or
- c) by e-mail, if all the required particulars of the Contract have been agreed and the contracting parties have mutually confirmed them; or
- d) by phone, if all the required particulars of the Contract have been agreed and the contracting parties have mutually confirmed them.

2.3. Conditions for entering into a Contract

The Provider will enter into a Contract with a Subscriber, if the Subscriber gives the Provider all the data required by the law (3.1.). Furthermore, the Provider can ask the Subscriber to prove the Subscriber's right to use the installation site (4.4.). If the Subscriber did meet their obligations to the Provider in the past, the Provider is not obliged to enter into a Contract with the Subscriber.

2.4. Changing a Contract

2.4.1. A Contract can be changed in the same ways in which the Contract can be entered into if the contracting parties agree.

2.4.2. The Provider is entitled to change the terms and conditions of the Contract, i.e. any part of the Contract. The Provider will notify the Subscriber of this change at least 1 month in advance on the website at www.upc.cz and in each of the Provider's places of business. The Provider can completely change the contents of a Contract. The reasons for the Provider changing the terms and conditions of the Contract could be inflation, introducing new Services, changing conditions on the electronic communications market, improving the quality of the network or the development of new technologies or a change in the other technical, operational, commercial or organisational conditions of the Provider.

2.4.3. If the Provider changes the Contract materially to the disadvantage of the Subscriber, the Provider will notify the Subscriber of this at least 1 month in advance in the same way as that chosen by the Subscriber for sending invoices.

2.4.4. If the Provider changes the terms and conditions of the Contract pursuant to clause 2.4.3. and the Subscriber does not agree with this change, the Subscriber will be entitled to terminate the Contract as of the date on which the terms and conditions of the Contract are to change. It is recommended that the Subscriber notifies the Provider that the Subscriber does not agree with the new terms and conditions of the Contract in writing at least 15 days before the planned change. However, the Subscriber is not entitled to terminate the Contract if the terms and conditions of the Contract are changed because of a change in the legislation or if it is a change imposed by the Czech Telecommunications Office.

2.5. Contract duration

The Contract is entered into for an indefinite period of time, unless the Contract or the Service Specification states otherwise.

2.6. Terminating the Contract or an individual Service

2.6.1. If the Contract has been entered into for a specific period, it or an individual Service cannot be terminated before the term expires. In this case, it is necessary to wait until this specific period of time expires.

2.6.2. If the Contract or an individual Service has been entered into for an indefinite period of time, it can be terminated without giving a reason with a one month notice period, unless agreed otherwise in the Contract. The notice period starts on the first day of the month after the month in which the written termination notice is delivered.

2.6.3. If the termination notice does not specify which Service is being terminated, the Provider will consider that it is terminating the entire Contract.

2.7. Withdrawal

The Contract can also be terminated by a written withdrawal but only for the following reasons.

2.7.1. The Subscriber can withdraw from the Contract or an individual Service, if the Provider has not been delivering the Service for more than 30 days without good reason

2.7.2. The Provider can withdraw from the Contract or from an individual Service, if:

- (a) the Subscriber did not pay any three invoices during the term of the Contract and was notified of this;
- (b) the Subscriber pays two consecutive invoices after their respective due dates and was notified of this;
- (c) the Subscriber gave or filled in incorrect information in the Contract, which is a condition for concluding the Contract (3.1.);

- (d) the Subscriber did not provide the necessary cooperation to carry out the Contract, in particular did not allow the equipment needed to provide the Services to be placed or did not allow access to the installation site or the installed equipment. Not providing reasonable cooperation is also considered to be endangering, rude or disrespectful treatment of the employees or suppliers when carrying out the Contract;
- (e) the Service is used by another person beyond the extent of the consent (4.5.);
- (f) the Subscriber is using or distributing tools that might endanger the security and integrity of the UPC network or other parties (4.6.d.);
- (g) for technical reasons the Provider will not be able to carry out the subject matter of the Contract for more than 30 (thirty) days and the contracting parties do not agree otherwise.

2.8. Communication between the contracting parties

2.8.1. The Subscriber can contact the Provider in writing or by phone to the client centre of UPC Business, address: Závašova 502/5, Prague 4, postcode 140 00, e-mail: info@upcbusiness.cz, telephone number 241 005 200.

2.8.2. A signed letter sent through a mail services provider or by e-mail with a guaranteed electronic signature is considered to be a written form of contact.

2.8.3. The Provider preferentially uses the given electronic mail address to communicate with the Subscriber. The Provider can also use the electronic mail address that the User used in previous communication with the Provider. The Provider will use the contact address and telephone number of the Subscriber that the Subscriber gave to the Provider, otherwise the address of the installation site of the Service will be used. If the Subscriber's contact information changes and the Subscriber does not notify the Provider of this change, notices sent according to the original contact information will be considered delivered.

3. Subscriber information

3.1. Information needed to enter into a Contract

The Subscriber must state the following in the Contract:

- a) their name or names and surname or, as the case may be, their trade name, domicile, place of business and identification number, if assigned, if they are a natural person – a business person;
- b) the trade name or name, registered office or, as the case may be, the registered office of the organisational unit in the Czech Republic and the identification number, if assigned, the name or names and surname and domicile of the person authorised to act on behalf of this legal entity, if it is a legal entity.

Other information is provided voluntarily.

3.2. Change in the subscriber information

If any of the information stated in the Contract changes, the Subscriber must notify the client centre of this change in writing as soon as possible but no later than within 7 days of the change.

The other provisions of Article 3 will apply if the Subscriber is a data subject pursuant to the Personal Data Protection Act No. 101/2000 Coll.

3.3. Operational and location information

UPC keeps a database containing the personal, operational and location data of its subscribers. By signing the Contract, the Subscriber consents to having this data about the Subscriber processed. Operational data is any data that the Provider is required by law to process for transmitting messages through electronic communications networks or for invoicing, for example, the calling number, the called number, the date, the time, the duration of the transmission, the type of the Service provided, etc. Location data is any data that the Provider is required by law to process in electronic communications networks and that determines the geographical position of the user's terminal device.

3.4. Purpose and extent of data processing

The Subscriber's data is only processed to the extent necessary to fulfil our statutory obligations, to enter into the Contract, to carry out the Contract, to operate and protect the networks, to transmit information via the networks, to provide Services and the services related to them, to send invoices, to protect both the contracting parties' rights and interests that are protected by law, and to carry out acts related to the aforementioned. The Subscriber's data is only processed for the period necessary to achieve these purposes but not for longer than the term of the Contract or until the rights and obligations arising from the Contract are fully settled or for a period defined by the applicable laws or in accordance with them.

3.5. Data processing method

The Provider collects and processes data manually or automatically. The employees of the Provider are bound by a non-disclosure obligation and are trained to protect the data to which they have access during their work. The Provider collects and processes data on its own as well as through third parties (processors). These processors provide UPC with, for example, administrative or technical support for providing the Services and other related activities or provide UPC with business or marketing campaigns. These processors are only given data by UPC for the above specific purpose and only to the necessary extent and a written contract on personal data processing is always entered into with the processors.

3.6. Information in Telephone Directories

Information on the Subscriber, i.e. their name and surname, telephone number and possibly electronic mail address can be published in a telephone directory (both a printed one and an electronic one). If the Subscriber is interested in this, it must be stated directly in the Contract. Consent to publishing the data in the telephone directory can be revoked at any time. The Provider will make sure the data is removed from the directory when it is next updated. According to the law, the Provider will also give the Subscriber's data to other providers of information services on telephone numbers and publishers of telephone directories. If the Subscriber does not wish their data in the telephone directory to be used for contacting them for third party marketing, this must be stated directly in the Contract. The purpose of the printed or electronic directory of subscribers is only to search for the contact information of a person according to the person's name or possibly other identification items. The electronic version of the directory can only be used to search for a person's contact information only if the searcher knows the names or the name of the Subscriber.

3.7. Commercial notices

3.7.1. The Provider will send commercial notices from UPC for the Subscriber to their name, surname and address containing information about its services and products and the services and products of parties in a contractual relation with UPC. If the Subscriber does not wish commercial notices to be to them sent by mail, they can ask for them not to be sent in writing at any time. The Provider is also entitled to give this data to another administrator. If the Subscriber does not agree to this, they can ask for it not to be sent in writing at any time.

3.7.2. The Provider will send commercial notices from UPC providing information on its services and products to the Subscriber's electronic mail address. If the Subscriber does not wish to be sent commercial notices, the Subscriber can refuse this when signing the Contract or at any time after when each message is sent to them.

3.7.3. The Subscriber's telephone number will be used by the Provider for commercial notices from UPC. If the Subscriber does not want their telephone number to be used for commercial notices, they can refuse this when signing the Contract or at any time after.

3.8. Recording conversations

When carrying out the Contract or negotiating the terms and conditions of the Contract or to improve the quality of the Services, telephone conversations with the client centre are recorded.

3.9. Marketing

The Subscriber's data will be used by the Provider for marketing purposes, with which the Subscriber agrees by signing the Contract. The Subscriber can revoke their consent to this data processing at any time.

3.10. Register of debtors

If the Subscriber becomes a debtor of the Provider, the Provider can give this information to the relevant register of debtors. The Subscriber agrees with this by signing the Contract.

3.11. Subscriber's rights on data processing

The Subscriber is entitled to receive information about what particular Subscriber's personal data the Provider processes and to what extent and for what purposes and who receives this data. If the Subscriber believes that their personal data is being processed contrary to the protection of private and personal life or the law, the Subscriber can ask the Provider for an explanation. The Subscriber can also ask a defective situation to be rectified, i.e. the Subscriber can request their personal data to be blocked, corrected, supplemented or liquidated. The Subscriber can also appeal to the Office for Personal Data Protection at any time. Details of the protection of personal data are available at www.upc.cz.

4. Services

4.1. Types of Services

Among others, the Provider provides the following electronic communications services:

- a) Internet network access service
- b) Radio and television signals transmission services via cable (cable television)
- c) Telephone service

Other Services or supplementary services that can only be used together with one of the electronic communications services (hereinafter referred to as a "Service" or "Services"), are described in the Specification of Individual Services. The Specification is an integral part of these General Terms and is available at www.upc.cz.

4.2. Start of providing the Service

The Service is provided from the date on which the terminal point (subscriber socket) is successfully put into operation or on the date on which the Receiving Device is delivered to the Subscriber, if the terminal point has already been put into operation. The Service will start not later than within 40 days from signing the Contract, unless the contracting parties agree otherwise.

4.3. Installing Receiving Devices

The Subscriber will usually install the Receiving Device (Article 7) on their own. If the Subscriber wants the Provider's Receiving Device to be installed this service must be ordered. A fee is charged for the Provider's technician installing a Receiving Device according to the price list or according to the Contract.

4.4. Where the Service is provided

4.4.1. The Service is provided at the Subscriber's business premises or in the Subscriber's place of business. The place or places where the Service is provided are specified in the Contract as the installation site.

4.4.2. Before entering into the Contract and during it, the Provider can ask the Subscriber to prove that the Subscriber has the right to use the installation site.

4.4.3. The Subscriber must allow access to the installation site so that the Provider can put the terminal point into operation.

4.4.4. The Subscriber must obtain the consent of the owner of the building where the installation site will be situated to install the terminal point in this building, unless one has already been installed there.

4.4.5. The Subscriber must obtain the consent of the owner of the building to the Provider maintaining, repairing, modifying, installing, displacing, inspecting, measuring or dismantling the Services or the equipment needed to use the Services and access to carry out these operations.

4.5. Persons authorised to use the Services

The Subscriber or persons who work with the Subscriber on the business premises or in the place of business can only use the Services for the internal purposes of the Subscriber. This particularly applies to the Subscriber's employees. The explicit consent of the Provider is required for other persons to be allowed to use the Services.

4.6. Way of using the Services

When using our Services, the Subscriber must:

- a) not interfere with the Provider's equipment, change its settings or change the settings of the connected Receiving Device;
- b) not make malicious or obnoxious calls;
- c) use the Service in accordance with its Specification, the General Terms and laws;
- d) not use or distribute any tools that might endanger the security and integrity of the UPC network or other parties.

The Services can be used through a device that meets the requirements defined by the legal operation regulations in the Czech Republic.

4.7. Service defects

If a defect occurs in the UPC network, the Subscriber must report this to the client centre without delay. After the defect is reported, the Provider will remove the defect within 2 working days, unless the contracting parties agreed otherwise. If the defect is in the network or a UPC device, UPC will bear the costs of the repair. Otherwise the costs are paid by the Subscriber.

4.8. Third Party Services

When using the telephone service, the Subscriber can also use services offered by another provider (such as commercial lines with the prefix 9xy). To start third party services the Provider may ask for a security to be paid according to the price list. Third party services are paid to the third party through the Provider and the fees for these services are included in the invoice. The Provider is not responsible for third party services and therefore a complaint about defective services cannot be made to the Provider.

4.9. Limitation of Services

4.9.1. The Provider can limit or interrupt the Services for the time needed for operational or technical reasons (especially if there is a risk of overloading the network's capacity) or if there is a breach of the network's security and integrity or the security of the service or if it is discovered that it is endangered or vulnerable, or based on a decision of a governmental authority, during a crisis situation or because of some other important public interest.

4.9.2. The Provider can also limit or interrupt the Services if:

- a) the Subscriber does not pay the invoices for the Services duly and on time even after an additional time limit has expired;
- b) there is reasonable suspicion that the Subscriber or any other person is abusing the provided Services;
- c) the Subscriber refuses to pay a security (5.8.);
- d) the Subscriber uses the Services in a way that could negatively affect the operation of the network or any part of it or the quality of the Services provided to other subscribers (for example, if the Subscriber uses a device not approved for use in the Czech Republic).

4.9.3. The Provider will resume providing the Services within a reasonable period of time as soon as the reason for limiting or interrupting the Services no longer exists. If the Services were limited or interrupted for the reasons stated in clause 4.9.2., the Subscriber will pay for the Services in full and the Provider can ask for the fee stated in the price list for resuming operation to be paid. If the Services were limited or interrupted for the reasons defined in clause 4.9.2., the Provider can charge the full price of the Services after resuming providing the Services to the Subscriber, even if the Provider was giving a discount until that time.

4.10. Capacity

To prevent network capacity overload, the Provider can set a permitted amount of transmitted data for individual Services for a certain period of time. If the Subscriber exceeds the permitted amount of transmitted data, the Provider can limit the transmission speed of the used Service until the end of the defined period.

4.11. Liability for damage

The Provider's liability for damage is limited by the law. Therefore, UPC is not obliged to indemnify users of the Service for damages, if these damages occur as a result of an interruption of the Service or defective provision of the Service.

4.12. Transferring a number from one operator to another

For a telephone service, the Subscriber is entitled to switch from another service provider to UPC and keep their telephone number. The Subscriber can also keep their telephone number and switch to another service provider. The receiving provider will send an order to transfer the number. This order needs to be filled in within 10 working days from the Subscriber terminating the telephone

service. If not, the Provider will refuse the order from the receiving provider. If the Provider receives only a termination notice without an order from the receiving provider, the Provider will consider it according to clause 2.6. If the Subscriber transfers their number to another service provider and thus terminates the telephone service during the term of a Contract that was entered into for a specific period of time or during the minimum period of use of the Service, the Provider can ask the Subscriber to pay the discounts or other advantages that the Provider gave the Subscriber and which depended on the duration of the telephone service or the minimum period of use of the telephone service. More information on the terms and conditions of the number transfer service is available at www.upc.cz in the section "Documents" and from the client centre.

5. Price of the Services

5.1. From when the Service is invoiced

The Subscriber pays for the Services from when they are first provided. The price for the Services is stated in the Contract or in the valid price list of the Services. The price list is an integral part of the Contract.

5.2. Invoicing for the Services

The Provider usually invoices for the Services monthly. The Provider delivers the invoice electronically, unless the contracting parties agreed otherwise. If the Subscriber did not give their electronic mail address, the Provider sends them a hardcopy invoice. A fee is charged for a hardcopy invoice according to the price list.

5.3. Due date and method of paying an invoice

The due date of the price of the Service is stated directly on the invoice. If no due date is stated on the invoice then it must be paid within 10 days from when it is delivered. The payment method is stated in the Contract, if not the Subscriber will pay the invoice to the Provider's account stated on the invoice.

5.4. Discount

5.4.1. The Provider can give the Subscriber a discount. A discount can either be a repeated discount on the price of the Services or a one-off discount on the activation fee or the installation fee or another discount on which the contracting parties agreed in the Contract.

5.4.2. The right to a discount will arise if:

- a) it was agreed in the Contract; and
- b) the Subscriber complies with the agreed minimum period of use (with a Contract for an indefinite period of time) or the specific period of time for which the Contract was entered into; and
- c) the Subscriber does not breach the Contract in ways that entitle the Provider to withdraw from the Contract (2.7.2. (a) to (f)); and
- d) the Subscriber does not breach the Contract in ways that entitle the Provider to limit the Services (4.9.2.).

5.4.3. The right to a discount will arise when the Subscriber meets all of these conditions. If not, the Provider will send a corrective invoice for the price. The Provider will charge the Subscriber an additional amount in the corrective invoice so that the full price, according to the price list when the Contract was entered into, is paid.

5.5. Failure to pay the price of the Services

If the Subscriber does not pay the price of the Services duly or on time, the Provider will once again ask the Subscriber to pay in the same way in which the Provider delivers the invoices and will give the Subscriber an additional time limit for paying of at least 7 days. If the Subscriber does not pay the price of the Services even then, the Provider can limit the Services (4.9.2.).

5.6. Repeated failure to pay the price of the Services

If the Subscriber pays two consecutive invoices after their due dates in spite of having been notified of this, the Provider can withdraw from the Contract (2.7.2.b). The Provider can also withdraw from the Contract, if the Subscriber does not pay any three invoices during the term of the Contract and was notified of this (2.7.2.a).

5.7. Payment

The payment the Provider receives from the Subscriber can be used by the Provider at its discretion to settle any amount owed by the Subscriber. The client centre can provide information on which owed amount was paid by the payment.

5.8. Security deposit

The Provider can ask the Subscriber for a security deposit according to the price list. Any amount owed by the Subscriber can be set off against the security deposit. The client centre can provide information on the set-off. After the Contract ends, the Provider will return the security deposit after setting off all owed amounts against it and will do so within 60 days from the end of the Contract or from settling all obligations (including the return of the Receiving Device).

6. Complaint procedures

6.1. Complaint about an invoice

The Subscriber is entitled to complain about an invoice for the price of the Services to the client centre within two months from receiving the invoice; after this time the right to lodge a complaint will expire according to the law.

6.2. Suspensory effect

According to the law, a complaint does not have a suspensory effect on the obligation to pay an invoice. However, at the Subscriber's request, the Czech Telecommunications Office can decide on the suspensory effect of a complaint.

6.3. Complaint about a Service

The Subscriber is entitled to complain about the quality of a provided Service within two months from when it was defectively provided; after this time the right to lodge a complaint will expire according to the law.

6.4. Processing a complaint

The Provider will process a complaint within 30 days of its delivery. If a complaint about a bill is recognised as justified, the Provider will reflect any overpayment in the next invoice for the Services. If a complaint about a bill is recognised as justified, the Provider will reflect a discount, if any, on the price of the Service in the next invoice for the Services. If the Subscriber does not agree with the processing of a complaint they can appeal to the Czech Telecommunications Office.

7. Leasing Receiving Devices

7.1. Receiving Device

A Receiving device is a device that enables the Services to be used, i.e. to receive the UPC signal. It is, for example, a modem, a set-top-box, etc. Depending on the specific offer, the Subscriber can lease a Receiving Device, borrow it for free or purchase it. The sale of Receiving Devices is covered separately in the General Business Terms for the Sale of Receiving Devices. UPC can also provide other subscribers with electronic communications services through leased or loaned Receiving Devices.

7.2. Leasing a Receiving Device

If a Receiving Device is leased, the Subscriber pays regular monthly fees for the lease as defined in the Contract or the price list. The fees for leasing a Receiving Device are invoiced and paid in the same way as the Services. The Subscriber must protect the leased device from damage, loss and theft.

7.3. Loan of a Receiving Device

If a Receiving Device is loaned for free, the same rights and obligations apply as those that apply to leasing a Receiving Devices (clauses 7.4. – 7.7.).

7.4. Returning a Receiving Device

Unless the contracting parties agreed otherwise in the Contract, the Subscriber must return a leased Receiving Device to the following address of the distribution warehouse within 7 days from the end of the Contract: UPC Česká republika, s.r.o., Kostomlátecká 20/39, 28802 Nymburk. This also applies if the Subscriber stops using an individual Service and the Receiving Device is only used for it. The Subscriber must insure the consignment when sending it according to the amount of the contractual penalty set for the Receiving Device in the price list at www.upc.cz. The Receiving Device is considered returned when it is delivered to the Provider.

The Subscriber must return the device in time and in good order, including all parts and accessories.

7.5. Failure to return a Device

If the Subscriber does not return a leased Receiving Device in time and in good order (7.4.), the Provider can ask for the contractual penalty set in the price list to be paid.

7.6. Returning a Device without terminating the Contract

If the Subscriber returns a leased Receiving Device without properly terminating the Contract, this does not affect the effectiveness of the Contract. The Contract remains in effect and the Subscriber must keep paying the price of the Services.

8. Governing law and jurisdiction

The Contract is governed by the Czech law, particularly Act No. 89/2012 Coll., the Civil Code, and Act No. 127/2005 Coll., on Electronic Communications. If any part of the Contract is found to be invalid, this will not affect the validity of the remaining provisions. Any disputes that may arise will be heard by the Czech Telecommunications Office or a general court of the Czech Republic according to the substantive jurisdiction.

9. Parts of the Contract

These General Terms, the Specification of Services and the Price List are always parts of the Contract. The current text of the Contract, including its parts, is published at www.upc.cz.

10. Effectiveness

These General Terms are effective from 7 June 2015. The up-to-date text of the General Terms is available at www.upc.cz.