

## Framework Contract on the Provision of Publicly Available Electronic Communications Services (hereinafter referred to as the “Contract”), Client No. ....

**UPC Česká republika, s.r.o.**, Závěšova 502/5, Praha 4, Nusle,  
postcode 140 00  
ID No.: 00562262 Tax ID No.: CZ 00562262  
Registered in the Companies Register administrated by the  
Prague City Court, Section C, File 187485  
Represented by: Marián Holý, B2B Director CZ & SK  
(hereinafter referred to as “UPC” or “the Provider”)

Name:  
Registered office:  
ID No.: Tax ID No.: CZ  
Registered in the Companies Register administrated by the.....court  
in ....., Section ..., File .....,  
Represented by – name, surname, domicile of the authorized person:  
(hereinafter referred to as the “Subscriber”)

1. The Provider will be providing the Subscriber with electronic communications services specified in the Schedule to this Contract – Specification of Ordered Services.
2. This Contract will be governed by the General Terms of Provision of Publicly Available Electronic Communications Services for Businesses from UPC Česká republika, s.r.o. (hereinafter referred to as the “General Terms”). The General Terms are available at [www.upcbusiness.cz](http://www.upcbusiness.cz) and form an integral part of this Contract. The Subscriber declares that they have properly acquainted themselves with the text of the General Terms.
3. If there is any discrepancy between this Contract or the Specification of Ordered Services and the General Terms, the contents of this Contract and the Specification of Ordered Services will prevail.
4. The service will be provided from the date of hand-over under a hand-over certificate that will be signed by both contracting parties.
5. The Contract will be entered into for a specific period defined in the Specification of Ordered Services. The Contract cannot be terminated sooner than the specific period defined for the provision of the individual Service, stated in the Specification of Ordered Services, elapses.
6. If at least three months before expiration of the specific period of the term of the Contract or the provision of an individual Service either of the contracting parties fails to notify the other contracting party of their intention not to continue after expiration of the specific period, the term of the Contract or the individual Service will be automatically renewed by the same period, for which it was agreed, under the same terms and conditions.
7. The Subscriber is required to pay the price of the services provided as stated in the Specification of Ordered Services. All the prices of services and devices are stated excluding VAT. The applicable VAT will be calculated according to the legislation in effect.
8. The Subscriber will pay the price of the services on a monthly basis according to bills. The form of billing, the method of sending the bill and the time limit within which the bill is to be paid are defined in the Specification of Ordered Services. Discounts, if any, on the price of the Service, the activation fee or the installation fee, as defined in Article 5.4 of the General Terms, are stated in the Specification of Ordered Services.
9. The devices lent or rented by the Provider to the Subscriber in connection with the provision of the Services, the devices for receipt of the Services (hereinafter referred to as the “Receiving Device”), are stated in the Specification of Ordered Services. The provision of the last sentence in Article 7.1. of the General Terms will not be applied. Unless provided otherwise, the price of provision of the devices is included in the monthly payments for the ordered Services. If this Contract is terminated, the Subscriber will return the Receiving Device, in undamaged condition, to the Provider within 15 days from termination of the Contract. The Receiving Device will be uninstalled by the Provider and the Subscriber will provide reasonable cooperation for this purpose.
10. If the Subscriber fails to return the Receiving Device within the aforementioned time limit or returns the Receiving Device damaged or non-functional or in a condition, which obviously does not correspond to normal wear and tear, the Provider will be entitled to charge a one-time contractual penalty to the Subscriber in the amount stated in the Specification of Ordered Services in addition to compensation for damages.
11. The Subscriber – a natural person – gives the Provider consent to the processing of their personal data within the meaning of Article 3 of the General Terms.
12. Note: .....
13. This Framework Contract has replaced the Framework Contract no. ...., dated .....
14. Schedules to the Contract  
Schedule 1: Specification of Ordered Services  
Schedule 2: Terms of the Service Level Agreement for the Service (SEN161215)  
Schedule 3: General Terms (V161215)  
Schedule 5: Specification of the services for business customers is available for download at <http://business.upc.cz/vop>

Prague, on the..... day of .....

In ..... on the...day of.....

For UPC Česká republika, s.r.o.:

For the Subscriber:

.....  
Marián Holý, B2B Director CZ & SK

.....

## Schedule 1 to the Framework Contract on Provision of Publicly Available Electronic Communications Services (hereinafter referred to as the "Contract")

Client No. .... Contract No. .... CFM.....

### Specification of Ordered Services

1. Service number: Click here and enter the text
2. Ordered service: select an item
3. Parameters of the Service: Click here and enter the text
4. Hand-over of the Service select an item: Click here and enter the date
5. Place of installation of the Service: Click here and enter the text
6. The term of provision of the Service has been agreed for a specific period of time until ... / for ... months from the date of hand-over
7. After expiration of the specific period of time, the term of provision of the Service will be automatically renewed by the same period for which it was agreed and will be renewed under the same terms and conditions

8. Price:

- Service Click here and enter the text CZK/month
- Installation fee: Click here and enter the text CZK
- Activation fee: Click here and enter the text CZK

9. Discount:

- on the regular price of the Service: Click here and enter the text %, i.e. the price, after application of the discount, is Click here and enter the text CZK/month
- on the activation fee: Click here and enter the text %, i.e. the activation fee, after application of the discount, is Click here and enter the text CZK
- on the installation fee: Click here and enter the text %, i.e. the installation fee, after application of the discount, is Click here and enter the text CZK

10. All the stated prices are without VAT.

The Provider may give a discount to the Subscriber. A discount can be given either as a repeated discount on the price of the Services or as a one-time discount on the activation fee or a discount on the installation fee or a different discount agreed by the contracting parties in the Contract.

The Subscriber will become entitled to a discount, if:

- a) It was agreed in the Contract; and
- b) The Subscriber complies with the agreed minimum period of use (with a Contract entered into for an indefinite period of time) or the specific term of the Contract (defined in Article 6 of the Specification of Ordered Services); and
- c) The Subscriber does not breach the Contract in such ways which allow the Provider to terminate the Contract (General Terms 2.7.2(a) through (f)); and
- d) The Subscriber does not breach the Contract in such ways which allow the Provider to limit the Services (General Terms 4.9.2).

The Subscriber will become entitled to a discount at the moment when the Subscriber will have met all the specified conditions. If this does not happen, the Provider will send a corrective bill for the price or the relevant fee. In the corrective bill, the Provider will charge the Subscriber the remaining outstanding part of the full price or fee as it was stated in the Contract or, as the case may be, in Schedule 1: Specification of Ordered Service at the time when it was entered into.

11. The form of billing and the method of delivery of bills: select an item

12. Postal address or e-mail address: Click here and enter the text

Maturity period of the bill: Click here and enter the text days from issue.

13. Receiving Device provided: Click here and enter the text

- loan
- lease – price of the lease: Click here and enter the text CZK
- purchase – purchase price: Click here and enter the text CZK

The contractual penalty is defined in Article 10 of the Contract: Click here and enter the text CZK

14. Service level agreement for the Service: select an item

The Subscriber is required to report a defect to the technical support of the Provider as follows:

- the service provided via the IP connectivity of UPC Business: **+420 844 556 677**. When reporting a defect, the Subscriber is required to state their **PIN code**: Click here and enter the text
- the service provided via the IP connectivity provided by a third party directly for the Subscriber: **+420 241 005 200 (option 2)**

The precise description of the terms of the service level agreement for the Service is contained in Schedule 2 to the Contract.

15. More detailed specification of the Service is available at [www.upcbusiness.cz](http://www.upcbusiness.cz)

16. If there is any discrepancy between the Specification of Ordered Services and the Contract, the contents of the Specification of Ordered Services will prevail.

17. Note: .....

18. This Specification of Ordered Services is fully replacing the Specification of Ordered Services no. ...., dated .....

Prague, on the..... day of .....

In ..... on the...day of.....

For UPC Česká republika, s.r.o.:

For the Subscriber:

.....  
Marián Holý, B2B Director CZ & SK

.....

## Schedule 2 to the Framework Contract on Provision of Publicly Available Electronic Communications Services (hereinafter referred to as the “Contract”)

### Terms of the Service Level Agreement for the Service (SEN161215)

1. The Provider guarantees availability of the electronic communications services and other parameters of the Service to the user as follows:

#### SLA for UPC Business Voice (a service provided via the IP connectivity of UPC Business)

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	99.6%	6 h	YES

#### SLA for UPC Business Voice (a service provided via the IP connectivity provided by a third party directly for the Subscriber)

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	95.0%	48 h	YES

#### SLA for services: Business Internet, Business Carrier Ethernet, Business IP VPN

##### Access technology: Optical fiber, FWA

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	99.6%	6 h	YES
SLA 2	99.7%	6 h	YES
SLA 3	99.8%	6 h	YES
SLA 4*	99.9%	6 h	YES

\* Unavailable for Non-licensed FWA connection

##### Access technology: Coaxial network

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	99.0%	24 h	YES

##### Access technology: SHDSL

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	99.0%	24 h	YES

#### SLA for the service: Business housing

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	99.9%	12 h	YES

#### SLA for the service: Business Virtual PBX

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	99.6%	24 h	YES

A Business Virtual PBX will be reconfigured within 5 working days of notification and written confirmation of the change/requirement by the Subscriber's authorised person.

#### SLA for the service: UPC Cloud

Name	Service availability	Maximum duration of repair	Contractual penalty (YES/NO)
SLA 1	99,9%	6 h	YES

2. Availability of services – Availability of the service is calculated as 100 % minus the percentage represented by the number of hours for which the provision of the Service is interrupted during a single calendar month.

3. Maximum time allowed for a repair – the period of time necessary for carrying out a repair. The said time limit does not include idle time resulting from the fact that the Subscriber failed to make the place of provision of the Service or the Receiving Device accessible.
4. Beginning of defect – the time when the defect was reported by the Subscriber
5. End of defect – a defect is deemed to be ended at the moment when the parameters of the affected service are restored in such way that they are the same or better than the parameters stated in the applicable technical specification of services.
6. The following is not deemed to be interruption of operation (a defect) (hereinafter referred to as "Permitted Interruption"):
  - interruption of operation caused solely by the actions of the user;
  - interruption caused by force majeure;
  - interruption of operation the purpose of which is to carry out regular maintenance in the scope of up to eight hours per year. The user must be notified in writing of each partial interruption of operation the purpose of which is to carry out regular maintenance at least 21 days in advance.
7. A user is entitled to request the Provider to re-schedule the regular maintenance to some other time in writing for serious reasons at least 10 days before the date of the regular maintenance.
8. The Subscriber is required to report a defect to the technical support of the Provider as follows:
  - the service provided via the IP connectivity of UPC Business: **+420 844 556 677**. When reporting a defect, the Subscriber is required to state their **PIN code**.
  - the service provided via the IP connectivity provided by a third party directly for the Subscriber: **+420 241 005 200 (option 2)**
9. If any of the guaranteed parameters (indicators) is not complied with, the Provider will automatically and proportionately decrease the price of the Service in the next billing period.
10. If the Provider fails to meet any of the parameters defined for the given level of the SLA described in clause 1 of the SLA, the Provider will pay the Subscriber a contractual penalty in the following amount:

**Calculation of the contractual penalty for the following services:** Business voice (a service provided via the IP connectivity of UPC Business)

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.00%	99.59%	3%	0.30% of the monthly price of the Service
98.00%	98.99%	6%	
97.00%	97.99%	10%	
95.00%	96.99%	20%	
90.00%	94.99%	30%	
0.00%	89.99%	40%	

**Calculation of the contractual penalty for the following services:** Business voice (a service provided via the IP connectivity provided by a third party directly for the Subscriber)

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
94.00%	94.99%	3%	0.30% of the monthly price of the Service
92.00%	93.99%	5%	
90.00%	91.99%	10%	
80.00%	89.99%	20%	
65.00%	79.99%	30%	
0.00%	64.99%	40%	

**Calculation of the contractual penalty for the following services: Business Internet, Business Carrier Ethernet, Business IP VPN**

**Access technology: Optical fiber, FWA**

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.00%	99.59%	3%	0.30% of the monthly price of the Service
98.00%	98.99%	6%	
97.00%	97.99%	10%	
95.00%	96.99%	20%	
90.00%	94.99%	30%	
0.00%	89.99%	40%	

SLA 2 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.00%	99.69%	5%	0.50% of the monthly price of the Service
98.00%	98.99%	10%	
97.00%	97.99%	20%	
95.00%	96.99%	30%	
90.00%	94.99%	40%	
0.00%	89.99%	60%	

SLA 3 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.50%	99.79%	10%	0.70% of the monthly price of the Service
99.00%	99.49%	20%	
98.00%	98.99%	30%	
97.00%	97.99%	40%	
95.00%	96.99%	60%	
0.00%	94.99%	80%	

SLA 4 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.50%	99.89%	10%	0.90% of the monthly price of the Service
99.00%	99.49%	20%	
98.00%	98.99%	40%	
97.00%	97.99%	60%	
95.00%	96.99%	80%	
0.00%	94.99%	100%	

**Access technology: Coaxial network**

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
98.00%	98.99%	3%	0.20% of the monthly price of the Service
95.00%	97.99%	5%	
89.00%	94.99%	10%	
79.00%	88.99%	20%	
64.00%	78.99%	30%	
0.00%	63.99%	40%	

**Access technology: SHDSL**

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		

98.00%	98.99%	3%	0.20% of the monthly price of the Service
95.00%	97.99%	5%	
89.00%	94.99%	10%	
79.00%	88.99%	20%	
64.00%	78.99%	40%	
0.00%	63.99%	50%	

**Calculation of the contractual penalty for the service: Business housing**

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.00%	99.89%	0%	0.20% of the monthly price of the Service
97.50%	98.99%	10%	
96.50%	97.49%	15%	
95.50%	96.49%	20%	
94.00%	95.49%	50%	
0.00%	93.99%	100%	

**Calculation of the contractual penalty for the service: Business Virtual PBX**

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.00%	99.59%	3%	0.30% of the monthly price of the Service
98.00%	98.99%	6%	
97.00%	97.99%	10%	
95.00%	96.99%	20%	
90.00%	94.99%	30%	
0.00%	89.99%	40%	

**Calculation of contractual penalty for the services: UPC Cloud**

SLA 1 Availability in % of the time		Contractual penalty in % of the monthly fee for the Service	For each commenced hour exceeding the time of repair from
from	to		
availability $\geq$ 99,9%		0%	0,70% of the monthly fee for the Service
99,9%	99,5%	10%	
99,5%	99,0%	20%	
99,0%	98,0%	40%	
98,0%	97,0%	60%	
97,0%	95,0%	80%	
95,0%	0,0%	100%	

## Schedule 3 to the Framework Contract on Provision of Publicly Available Electronic Communications Services (hereinafter referred to as the “Contract”)

### General Terms and Conditions of the Provision of Publicly Available Electronic Communication Services of UPC Česká republika, s.r.o. for Business Entities (GEN161215)

registered office: Prague 4, Nusle, Závěšova 502/5, postal code 140 00, ID No. 00562262, registered in the Commercial Register administered by the Municipal Court in Prague, Section C, file no. 187485

(hereinafter “UPC”)

#### **1. Subscriber and Provider**

These General Terms and Conditions regulate the rights and obligations of the Subscriber and the Provider of electronic communication services (hereinafter the “Services”). The Provider of the services is the company UPC Česká republika, s.r.o. The Subscriber is either an individual - entrepreneur or a legal entity.

#### **2. Contract**

##### **2.1. Contract**

The electronic communication services are provided on the basis of the Contract on Provision of Publicly Available Electronic Communication Services (hereinafter the “Contract”). These General Terms and Conditions always constitute an integral part of the Contract. The Contract is concluded in the Czech language.

##### **2.2. When the Contract is concluded**

The Provider may offer the Contract conclusion in different forms, in particular in writing, but depending on the current technical possibilities also by means of any remote communication devices. Depending on the particular form selected by the Subscriber of the currently offered alternatives for the Contract conclusion, the Contract shall be concluded (valid and effective):

- a) upon execution of the Contract by both contracting parties, if the Contract is concluded in writing; or
- b) upon filling and sending the online form by the Subscriber and its subsequent confirmation by the Provider; or
- c) via e-mail, provided that all the essentials of the Contract have been agreed upon and the contracting parties have mutually approved them; or
- d) via telephone, provided that all the essentials of the Contract have been agreed upon and the contracting parties have mutually approved them.

##### **2.3. Conditions for the conclusion of the Contract**

The Provider shall conclude the Contract with the Subscriber if the Subscriber provides all data and information required by the law (3.1). The Provider may further request that the Subscriber evidence their title to use the place of installation (4.4). If the Subscriber had in the past failed to fulfil their obligations towards the Provider, the Provider shall not be obliged to conclude the Contract with the Subscriber. The Provider may also refuse the conclusion of the Contract or request an advance payment if the conclusion and potential fulfilment of the Contract could be in demonstrable contradiction with its rights, protected interests or the interests of third parties (e.g. if the Subscriber is subject to an execution order or if insolvency proceedings have been commenced against the Subscriber). This information is obtained by the Provider from publicly accessible registers and lists (such as the Public Register, Insolvency Register, Central Register of Execution Orders, Database of Invalid ID Documents, or registers of debtors).

##### **2.4. Changes to the Contract**

2.4.1. The Contract may be changed in the same manners as it may be concluded, based on mutual agreement between the contracting parties. The Provider shall not be obliged to accept the Subscriber's proposal of a change of the Contract that would result in reducing the parameters of the provided service.

2.4.2. The Provider is entitled to change the terms of the Contract, i.e. any part of the Contract. The Provider shall inform the Subscriber of such changes at least 1 month in advance at the website [www.upc.cz](http://www.upc.cz) and in each of the Provider's establishments. The Provider may change the entire contents of the Contract. The reasons for changing the Contract by the Provider may include inflation, introduction of new Services, changes of the conditions on the electronic communication market, improvements of the network or development of new technologies, or changes or any other technical, operational, business or organisational conditions at the side of the Provider.

2.4.3. If the Provider materially changes the Contract to the detriment of the Subscriber, it shall notify the Subscriber of such changes at least 1 month in advance in the same form that was selected by the Subscriber for the purpose of billing.

2.4.4. If the Provider changes the terms of the Contract pursuant to Art. 2.4.3 above and the Subscriber does not agree with such change, the Subscriber shall be entitled to terminate the Contract as of the day when the terms of the Contract are planned to change. It is recommended that the Subscriber inform the Provider of their disagreement with the new terms of the Contract in writing, at least 15 days prior to the planned change. However, the Subscriber shall not be entitled to terminate the Contract for this reason if the terms of the Contract are changed as a consequence of any changes of the legislation or if they are ordered by the Czech Telecommunications Office.

##### **2.5. For how long the Contract is concluded**

The Contract is concluded for a definite period of time, unless otherwise stipulated in the Contract or in the Service Specification. After the expiry of the definite period of time, the Contract shall be automatically extended by the same period of time for which it was originally concluded, under the same terms and conditions, unless otherwise stipulated in the Contract.

## **2.6. Termination of the Contract or any individual Service**

2.6.1. *If the Contract was concluded for a definite period of time, the Contract or any individual Service may not be terminated prior to the expiry of the agreed term. In such a case, it is necessary to wait until the agreed term expires. The contracting parties may agree otherwise in the Contract.*

2.6.2. *If the Contract or any individual Service was concluded for an indefinite period of time, it may be terminated by notice without giving a reason with a 1-month notice period, unless otherwise agreed in the Contract. The notice period shall commence on the first day of the month following the delivery of the written termination notice.*

2.6.3. *If the termination notice does not specify which particular Service is being terminated, the Provider shall consider it a termination of the entire Contract.*

## **2.7. Withdrawal**

The Contract may also be terminated by means of withdrawal served in writing, but only for the expressly specified reasons.

2.7.1. The Subscriber may withdraw from the Contract or from any particular Service if the Provider unjustly fails to provide the Service for a period longer than 30 days.

2.7.2. The Provider may withdraw from the Contract or from any particular Service if:

- (a) the Subscriber has failed to pay any 3 invoices during the term of the Contract and has been notified of such fact;
- (b) the Subscriber has paid any 2 consecutive invoices after the maturity date and has been notified of such fact;
- (c) the Subscriber has provided or filled in the Contract any untrue information that constitutes a condition for the Contract conclusion (3.1.);
- (d) the Subscriber has failed to provide any assistance necessary for the performance of the Contract, in particular has failed to allow the placement of any devices necessary for the Service provision or has failed to allow access to the place of installation or to the installed facility. A failure to provide adequate assistance shall also include endangering, abusive or insensitive behavior towards the Provider's employees or contractors in the course of the Contract performance;
- (e) the Services are being used by any other person beyond the scope of the consent (4.5.);
- (f) the Subscriber is using or distributing any tools that might endanger the safety and integrity of the UPC network or of any other persons (4.6.d);
- (g) the Subscriber uses the Services in a manner that has negative impacts on the operation of the network or any part thereof or the quality of the Services provided to other subscribers (4.6 e);
- (h) insolvency proceedings have been commenced against the Subscriber;
- (i) there are any technical causes at the side of the Provider, preventing the performance of the subject of the Contract for a period longer than 30 (thirty) days, unless the parties agree otherwise.

## **2.8. Death**

In the event of death of the Subscriber (individual - entrepreneur), the survivors are required to notify this fact to the Provider. The notification can be done in any manner, with subsequent submission of the death certificate or an affidavit of the survivors. Thereafter, the Provider shall agree with the survivors whether any of them will newly become a Subscriber (if they wish to continue using the Services) or whether the Contract will be terminated as of the date of notifying the Subscriber's death (or as of the date of death if nobody has demonstrably used the Services thereafter).

## **2.9 Communication between the contracting parties**

2.9.1. The Subscriber may contact the Provider in writing or by telephone at the client centre UPC Business, at the address: Závěšova 502/5, Prague 4, Postal Code 140 00, e-mail: podnikatel@upcbusiness.cz; telephone number: 241 005 200.

2.9.2. Written form of any act means a signed letter bearing an authentic signature of the authorised signatory, sent via a postal service provider or via e-mail with a secured and recognised electronic signature of the authorised signatory.

2.9.3. The Provider shall preferentially use the provided e-mail address for the purpose of communicating with the Subscriber. The Provider may also use an e-mail address used by the Subscriber in any previous communication with the Provider. The Provider shall also use the Subscriber's contact address and telephone number provided by the Subscriber and otherwise the address of the place of installation of the relevant Service. In the event of any change in the Subscriber's contact data not notified by the Subscriber to the Provider, the notifications sent to the original contacts shall be deemed delivered.

## **2.10. Disclosure of the Contract by the Subscriber**

The Provider hereby acknowledges that the Subscriber shall disclose the content of the Contract if obliged to do so pursuant to special legal regulations. The Subscriber shall inform the Provider of this fact in advance.

## **3. Information about the Subscriber**

### **3.1. Information necessary for the Contract conclusion**

The Subscriber shall be obliged to state in the Contract:

- a) the name(s) and surname or, as the case may be, the business name, residential address, place of business and identification number, if assigned, in the case of individuals - entrepreneurs;
- b) business name or name, registered office or, if applicable, registered office of the company's branch in the Czech Republic and identification number, if assigned, the name(s) and surname and residential address of the person entitled to act on behalf of the company in the case of legal entities.

Any other information is provided on a voluntary basis.

### **3.2. Change of the Subscriber's information**

If any of the information and data filled in the Contract change, the Subscriber shall be obliged to notify such changes in writing to the client centre as soon as practicable, no later than within 7 days of the relevant change. The same shall apply to the contact address to which we send you all the written documentation and to the e-mail address.

### **3.3. Operation and location data**

UPC processes and stores operation data, including relevant location data relating to the Subscriber, within the scope, for the term and in the manner necessary for the provision of its services and in connection with its operation activities, in particular transfer of messages by means of electronic communication networks, ensuring network connection and access, billing and payments for the services, identification of any misuse of the network and the electronic communication services and fulfilment of any other obligations prescribed by the law. For any other purposes,



UPC processes operation data, including relevant location data, if the subscriber or user to whom such data relates has granted their prior consent with such processing.

#### **3.4. Information in telephone directories**

Information about the Subscriber, i.e. the name and surname, telephone number and, if applicable, e-mail address, may be published in a telephone directory (both printed and electronic). If the Subscriber wishes that their information be published in this manner, it must be expressly stated in the Contract. The granted consent with information publishing in the telephone directory may be withdrawn at any time. In such a case, the Provider shall ensure the data removal from the list at the time of its nearest update. The Provider shall provide the Subscriber's data under the law also to other providers of information services relating to telephone numbers and to telephone directory publishers. If the Subscriber does not wish that their information listed in a telephone directory be used for contacting the Subscriber for marketing purposes of third parties, it must be expressly stated in the Contract. The only purpose of printed or electronic list of subscribers is searching of contact details of persons based on their name or, if applicable, other identification elements. The electronic version of the list allows searching of contact details of persons only if the searcher knows the name(s) or the business name of the relevant Subscriber.

#### **3.5. Offer of products and services**

3.5.1. The Subscriber hereby acknowledges that the Provider shall inform the Subscriber via telephone and postal notifications of its services and products and of the services and products of third parties having a contractual relationship with UPC. If the Subscriber does not wish to be informed of such services and products, they may unsubscribe from such notifications in writing at any time. The Provider shall be entitled to disclose the information on the Subscriber's name, surname and address also to another administrator for the purpose of offering trade and services, unless the Subscriber refuses such disclosure at any time in the future.

3.5.2. The Provider shall send commercial messages of UPC addressed to the Subscriber's e-mail address and telephone number, informing the Subscriber of the Provider's services and products. If the Subscriber does not wish to receive commercial messages, they may refuse this upon the Contract execution or at any time thereafter upon receipt of each individual message.

#### **3.6. Recording of phone calls**

Phone calls with the client centre shall be recorded as a part of the Contract performance or as a part of the negotiations on the terms of the Contract or for the purpose of improving the Services.

#### **3.7. Marketing**

The Provider shall use the Subscriber's data for marketing purposes and the Subscriber grants their consent with such use by signing the Contract. The Subscriber's consent with such data processing may be withdrawn at any time.

#### **3.8. Conditions of personal data processing**

The terms and conditions of personal data processing shall be adequately governed by the Privacy Policy (available at [www.upc.cz](http://www.upc.cz)), to the extent that the Subscriber is a personal data subject in the sense of Act No. 101/2000 Coll., on Personal Data Protection. Subject to the conditions and for the purposes set out in the Privacy Policy, the Provider shall process personal data both automatically and manually with respect to the Subscribers, users of the Service and potential users of the Services.

### **4. Services**

#### **4.1. Types of the Services**

The Provider provides inter alia the following electronic communication services:

- a) Internet access service
- b) Service of radio and television signal distribution over cable network (cable TV)
- c) Telephone service

Other Services or ancillary services that can be used only in combination with any of the electronic communication services (hereinafter "Service" or "Services") are described in the Specification of each particular Service. The Specification constitutes an integral part of this Contract and is available at [www.upc.cz](http://www.upc.cz).

#### **4.2. Commencement of the Service provision**

The Service is being provided as of the day of successful launch of the end point (subscriber connection) into operation or as of the day when the Reception Device is delivered to the Subscriber if the relevant end point is already in operation. If the end point is not launched into operation after the execution of this contract due to any reasons at the side of the Subscriber, the Subscriber shall be obliged to reimburse the Provider's purposefully expended costs incurred in connection with the preparation of the launch of the end point into operation. The Service provision shall commence no later than within 40 days after the Contract execution, unless the contracting parties have agreed otherwise.

#### **4.3. Installation of the Reception Devices**

The installation of the Reception Devices (Art. 7) is usually performed by the Subscribers themselves. If the Subscriber requests that the Reception Device be installed by the Provider, this service must be ordered separately. The installation of the Reception Device by the Provider's technician is charged pursuant to the price list or pursuant to the Contract.

#### **4.4. Place of the Service provision**

4.4.1. The Service is being provided at the Subscriber's business establishment or at the place of the Subscriber's business. The place(s) of the Service provision is (are) specified in the Contract as the place(s) of installation.

4.4.2. The Provider may request, both before the Contract execution and during the term thereof, that the Subscribers prove that they are duly authorised to use the place of installation.

4.4.3. The Subscriber is obliged to allow the Provider access to the place of installation in order to launch the end point into operation.

4.4.4. The Subscriber is obliged to obtain the consent of the owner of the building where the place of installation is to be located that it is possible to install the end point in this building, unless it is already installed.

4.4.5. The Subscriber is obliged to obtain the consent of the owner of the building allowing the Provider to perform maintenance, repairs, modifications, installations, relocations, reviews, measuring or dismantling of the Services or devices necessary for the use of the Services and access for the above purposes.

#### **4.5. Persons entitled to use the Services**

The Services may be used by the Subscriber or any persons working with the Subscriber at the relevant establishment or place of business and may only be used for internal purposes and needs of the Subscriber. These persons include in particular the Subscriber's employees. The use of the Services by any other persons is subject to the Provider's express consent.

#### **4.6. Manner of using the Services**

When using the Services, the Subscriber is obliged:

- a) not to interfere with the Provider's devices, not to change their settings and not to change the settings of the connected reception device;
- b) not to make any malicious or harassing calls;
- c) to use the Service in compliance with its Specification, General Terms and Conditions and applicable legal regulations;
- d) not to use or distribute any tools that might endanger the safety and integrity of the UPC network or of any other persons.
- e) not to use the Services in a manner that could have negative impacts on the operation of the network or any part thereof or the quality of the Services provided to other subscribers.

The Services may be used through a device meeting the requirements prescribed by applicable legal regulations for the operation in the Czech Republic.

#### **4.7. Breakdown of the Services**

If a breakdown occurs within the UPC network, the Subscriber shall be obliged to report such breakdown without delay to the client centre. After the breakdown is reported, the Provider shall repair it within 2 (two) business days, unless the parties have agreed otherwise. If the breakdown is on the network or on a UPC device, the costs of the repair shall be borne by UPC. Otherwise, the costs shall be borne by the Subscriber.

#### **4.8. Third party services**

When using the telephone service, the Subscriber may also use services offered by another provider (e.g. commercial lines with dial prefixes 9xy). For the purpose of activating services of third parties, the Provider may request a security deposit pursuant to the price list. Such third party services are paid to the third party through the Provider and the charges of such services are included in the invoice. Third party services are always billed in addition to the Subscriber's telephone tariff (free minutes). The Provider shall not be liable for any third party services and, therefore, it is not possible to raise complaints with the Provider regarding their defective provision.

#### **4.9. Service restriction**

4.9.1. The Provider may restrict or suspend the Services provision for a necessary period of time due to operational or technical reasons (in particular if there is a risk of the network capacity overloading) or in the case of compromised security and integrity of the network, the security service or in the case of detecting its endangering or vulnerability), or based on a decision of a public administration authority, during a state of crisis or due to any other material public interest.

4.9.2. The Provider may also restrict or suspend the Services provision in the following cases:

- a) the Subscriber fails to make due and timely payment of the invoice for the Services, despite the expiry of an additional grace period;
- b) there is a reasonable suspicion that the Subscriber or another person may be misusing the provided Services;
- c) the Subscriber refuses to make the security deposit (5.8.);
- d) the Subscriber uses the Services in a manner that may have negative impacts on the operation of the network or any part thereof or the quality of the Services provided to other subscribers (e.g. uses devices not approved for operation in the Czech Republic).

4.9.3. The Provider shall re-commence the Service provision within a reasonable period of time after the cessation of the reason due to which the Services had been restricted or suspended. During the restriction or suspension due to reasons specified in section 4.9.2. hereof, the Subscriber shall pay the fee for the Services in full and the Provider shall be entitled to charge a special fee for the Service re-activation pursuant to the price list. If the Services were restricted or suspended due to reasons specified in section 4.9.2. above, the Provider may charge the fee for the Services in full after the Service re-activation, even if a discount had been granted until that time.

#### **4.10. Capacity**

In order to avoid overloading of the network, the Provider may determine a permitted volume of data transmission with respect to each particular Service during a certain period of time. If the Subscriber exceeds the permitted volume of data transmission, the Provider may restrict the transmission speed of the given Service until the end of the determined period of time.

#### **4.11. Liability for damage**

The Provider's liability for damage is limited by the law. Hence, the Provider is not obliged to compensate damage to the Subscriber caused by the Service interruption or by defective provision of the Service.

#### **4.12. Transfer of telephone number to a different operator**

In the case of the telephone service, the Subscriber shall be entitled to transfer from another service provider to UPC with their original telephone number. The Subscriber shall also be entitled to keep their telephone number and transfer it to a different service provider. In such a case, the new provider shall send an application for the number transfer. Such application must be supplemented within 4 business days with the termination notice relating to the telephone service served by the Subscriber. If the termination notice is not served, the Provider shall reject the new provider's application for the number transfer. If the Subscriber's termination notice is delivered to the Provider without an application of the new provider, it shall be assessed pursuant to Art. 2.6. hereof. If the Subscriber transfers their number to a different provider, thus terminating the telephone service during the term of a definite period of the Contract or during the minimum term of the Service use, the Provider may request that the Subscriber pay any and all discounts or other benefits granted by the Provider and linked to the term of the telephone service or the minimum term of the telephone service use. For more information regarding the terms and conditions of the number transferability service, please refer to [www.upc.cz](http://www.upc.cz), section "Documents, or to the client centre.

### **5. Fee for the Service**

#### **5.1. Since when the Service is billed**

The Subscriber pays the price for the Services starting from the commencement of the Service provision. The amount of the fee for the Service is specified in the Contract or in the valid Service price list. The price list constitutes an integral part of the Contract.

## **5.2. Billing for the Services**

The price for the Services is billed by the Provider usually once a month. The invoice for the price is delivered by the Provider in electronic form, unless the contracting parties agree otherwise. If the Subscriber has not provided its e-mail address, the Provider shall send a printout invoice to the Subscriber. The printout invoice is charged pursuant to the price list.

## **5.3. Maturity and method of payment**

The fee for the Services is specified in the invoice. If no maturity date is specified in the invoice, it shall be payable within 10 days of its delivery. The method of payment is specified in the Contract, otherwise the Subscriber shall make the payment to the Provider's account specified in the invoice.

## **5.4. Discount**

5.4.1. The Provider may grant a discount to the Subscriber. The discount may be granted either as recurring discount on the price of the Services or as a single discount on the activation fee or a discount on the installation fee or another type of discount agreed between the parties in the Contract.

5.4.2. The entitlement to the discount arises if:

- a) the discount was agreed in the Contract; and
- b) the Subscriber fulfils the agreed minimum term of use (in the case of a Contract concluded for an indefinite period of time) or the definite term of the Contract; and
- c) the Subscriber does not breach the Contract in any manner constituting a reason for the Provider to withdraw from the Contract (2.7.2. a) through h)); and
- d) the Subscriber does not breach the Contract in any manner constituting a reason for the Provider to restrict the Services (4.9.2.).

5.4.3. The entitlement to the discount arises at the moment when the Subscriber has fulfilled all the conditions specified above. If this is not the case, the Provider shall a correction invoice to the Subscriber. The correction invoice shall charge the full price to the Subscriber, as specified in the Contract or in the price list at the time of the Contract execution.

## **5.5. Failure to pay the fee for the Services**

If the Subscriber fails to make due and timely payment of the invoice for the Services, the Provider shall repeatedly invite the Subscriber to make the payment in the same manner it delivers the invoice and shall grant an additional grace period of at least 7 (seven) days to the Subscriber for making the payment. If the Subscriber fails to pay the fee for the Services even within the grace period, the Provider shall be entitled to restrict the Service provision (4.9.2.).

## **5.6. Repeated failure to pay the fee for the Services**

If the Subscriber has paid any two consecutive invoices after the maturity date despite having been notified of such fact, the Provider may withdraw from the Contract (2.7.2.b). The Provider may also withdraw from the Contract if the Subscriber has failed to pay any 3 invoices during the term of the Contract and has been notified of such fact (2.7.2.a).

## **5.7. Payments**

The payments received by the Provider from the Subscriber may be used at the Provider's discretion for the settlement of any amounts due by the Subscriber. The Subscriber can receive information at the Provider's client centre which particular outstanding amount shall be settled from the payment.

## **5.8. Security deposit**

The Provider may request a security deposit pursuant to the price list to be paid by the Subscriber. Any outstanding amounts due by the Subscriber may be set off against the security deposit. The Subscriber can receive information about the set-off at the Provider's client centre. After the termination of the Contract, the Provider shall refund the security deposit after the set-off of all outstanding amounts, within 60 days after the Contract termination or after the settlement of all claims (including the return of the Reception Device).

## **5.9. Advance payment**

The Provider may request an advance payment according to the price list if the conclusion of the Contract is being requested by a person who did not in the past fulfilled its obligations towards the Provider or if the conclusion and potential fulfilment of the Contract could be in demonstrable contradiction with the Provider's rights, protected interests or the interests of third parties (e.g. if the person is subject to an execution order or if insolvency proceedings have been commenced against them) (see Art. 2.3 above). The advance payment provided by the Subscriber shall be used by the Provider each month for the settlement of the Subscriber's bill, until full depletion of such advance payment. Thereafter, the Subscriber shall pay the bills in a standard manner (Art. 5.3).

## **6. Complaint handling rules**

### **6.1. Complaints regarding invoices**

The Subscriber is entitled to complain about the invoice for the fee for the Services at the Provider's client centre within 2 months after the invoice delivery; after the expiry of the aforementioned period, the right to raise complaints shall extinct.

### **6.2. Suspensive effect**

Pursuant to the law, the complaint has no suspensive effect on the maturity of the invoice. Upon the Subscriber's request, the Czech Telecommunications Office may decide on suspensive effect of the complaint.

### **6.3. Complaints regarding the Services**

The Subscriber is entitled to complain about the invoice for the fee for the Services at the Provider's client centre within 2 months after the invoice delivery; after the expiry of the aforementioned period, the right to raise complaints shall extinct.

### **6.4. Complaints handling**

Complaints shall be processed by the Provider within 30 days of their delivery. If a complaint is acknowledged, the Provider shall deduct any overpayment from the subsequent invoice for the Services. If a complaint is acknowledged, the Provider shall deduct any discount on the fee for the Services from the subsequent invoice for the Services. If the Subscriber does not agree with the manner of processing their complaint, they may submit the case to the Czech Telecommunications Office.

## **7. Lease of Reception Devices**

### **7.1. Reception Devices**

The reception device is a device enabling the use of the Services, i.e. the reception of UPC signal. These include for example modems, set-top-boxes, etc. Reception Devices may either be leased, borrowed free of charge or purchased by Subscribers, depending on the current offer. The sale of reception devices is regulated separately in the General Business Terms and Conditions of the Sale of Reception Devices. UPC may provide electronic communication services through the leased or borrowed Reception Devices also to other subscribers. In the case of replacement of a leased or borrowed device within the scope of a complaint procedure, the Provider shall not be responsible for the contents stored on the hard disc of the Reception Device. In order to ensure functionality of the network in the course of the Service provision, the Provider may update the software settings of the leased or borrowed Reception Devices, which updates may cause changes of the stored contents.

### **7.2. Lease of the Reception Device**

In the case of the lease of a Reception Device, the Subscriber shall pay regular monthly fees for the lease in the amount specified in the Contract or in the price list. The invoicing and payment of the fees for the lease of the Reception Device is performed in the same manner as the invoicing of the Services. The Subscriber is obliged to protect the leased device against damage, loss and theft.

### **7.3. Borrowing of the Reception Device**

If the Reception Device is borrowed free of charge, the borrowing is subject to the same rights and obligations as the lease of Reception Devices (see Art. 7.4 – 7.7.).

### **7.4. Return of the Reception Device**

Unless the parties agree otherwise in the Contract, the Subscriber shall be obliged to return the leased Reception Device within 14 days after the Contract termination, at their own costs either in person at the Providers contact points the list of which is available at [www.upc.cz/pece-o-zakazniky/kontakt](http://www.upc.cz/pece-o-zakazniky/kontakt), or by means of sending it to the following address of the Provider's distribution warehouse available at [www.upc.cz/vraceni\\_zarizeni](http://www.upc.cz/vraceni_zarizeni). The same shall apply if the Subscriber has terminated the use of any particular Service and the Reception Device is used only for the reception of that particular Service. The Provider recommends insuring the consignment for the case of its damage during transport for the amount corresponding to the contractual penalty applicable to the relevant Reception Device, as specified in the price list. The Reception Device is considered returned at the moment of its delivery to the Provider.

The Subscriber shall be obliged to return the device in due time and in good order, including all its components and accessories.

### **7.5. Failure to return the device**

Should the Subscriber fail to return the Reception Device in due time and in good order (7.4.), the Provider may request payment of a contractual penalty pursuant to the price list.

### **7.6. Returning the device without termination of the Contract**

If the Subscriber returns the leased reception device without having duly terminated the Contract, it shall not affect the continued existence of the Contract. In such a case, the Contract continues to be valid and the Subscriber shall be obliged to pay the fees for the Services.

## **8. Governing law and jurisdiction**

The Contract shall be governed by the Czech laws, in particular by Act No. 89/2012 Coll., the Civil Code, and Act No. 127/2005 Coll., on Electronic Communication. Should any part of the Contract be found invalid, it shall not affect the validity of the remaining provisions. Any disputes that might arise between the contracting parties shall be resolved either by the Czech Telecommunications Office or by the competent general court of the Czech Republic, depending on the subject-matter jurisdiction.

## **9. Parts of the Contract**

These General Terms and Conditions always constitute an integral part of the Contract, as well as the Service Specification, the Price List and, if applicable, the specifications of any supplementary services. The up-to-date wording of the Contract, including its parts, is published at [www.upc.cz](http://www.upc.cz).

## **10. Effectiveness**

These General Terms and Conditions are effective as of 15 December 2016. The up-to-date wording of these General Terms and Conditions is available at [www.upc.cz](http://www.upc.cz).